



**ALAMEDA COUNTY CONGESTION
MANAGEMENT AGENCY (ACCMA)**

NOTICE TO CONTRACTORS
SPECIAL PROVISIONS, PROPOSAL AND CONTRACT
FOR PROCUREMENT, INSTALLATION AND TESTING OF
RUGGED MOBILE COMPUTER SYSTEMS FOR
EMERGENCY VEHICLE EQUIPMENT
FOR THE

**SMART CORRIDORS PROGRAM
INCIDENT MANAGEMENT PROJECT
PROJECT NO. 01-05
FEDERAL PROJECT Nos. CML-6273(023)**

FOR USE IN CONNECTION WITH STANDARD SPECIFICATIONS DATED
JULY 2002 AND STANDARD PLANS DATED JULY 2002 OF THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION

**PROPOSALS DUE
Tuesday, February 22, 2005 4:00 P.M.**

Frank Furger, P.E.
Deputy Director
R.C.E. No. 42124
Expiration Date: 3/31/06

Prepared under the Direction of:
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Expiration Date: 3/31/06

JANUARY 2005

SPECIAL NOTICE

This sheet is given for informational purposes and shall not be considered a part of this contract.

- (1) For Federal funded projects, the Alameda County Congestion Management Agency is required to follow the Federal requirements for the Disadvantaged Business Enterprise (DBE) Program. Please note that the Federal DBE Program has been revised. The bidder's attention is directed to Section 2, "Proposal Requirements and Conditions," of these Special Provisions.
 - (2) The work performed by DBE Prime Contractors may now be used to meet the DBE participation goal. DBE participation requirements and record keeping for DBE trucking have been revised.
 - (3) Federal regulations are very strict as to the amount of effort which can be considered a "good faith effort" by the bidder to solicit and obtain DBE participation (See page P-16 of the proposal). Bidders are cautioned that failure to obtain the established goal or failure to provide documentation that a good faith effort was made, may be cause for rejection of a bid.
 - (4) The bidder's attention is also directed to the "List of Subcontractors" on page P-4 of these Special Provisions regarding the information that is required to be submitted for each subcontractor to be used on the project.
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ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY (ACCMA)

NOTICE TO CONTRACTORS

Sealed proposals will be received at the **Office of the Deputy Director, Alameda County Congestion Management Agency (ACCMA)**, 1333 Broadway, Suite 220, Oakland, California, until **4:00 p.m. on Tuesday, February 22, 2005**, at the ACCMA office, 1333 Broadway, Suite 220, Oakland, CA 94612 for procurement, installation, testing, and providing warranty for mobile computer systems in accordance with the project specifications to which special reference is made, as follows:

Title:	RUGGED MOBILE COMPUTER SYSTEM PROCUREMENT, INSTALLATION, AND TESTING FOR THE SMART CORRIDORS PROGRAM INCIDENT MANAGEMENT PROJECT
Project Nos.:	01-05
Federal Program Nos.:	CML-6273(023)

Project Description: The work consists of a turn-key system, which in general shall consist of furnishing, delivery, installation, testing, and providing warranty for 21 mobile computer units for installation in City of Berkeley, City of Emeryville, City of Piedmont and Alameda County fire department vehicles, and other work as specified in these special provisions. The Contractor shall have evidence of at least two installations for a fire or police department in the U.S. to be qualified to bid on the contract.

- This project has a goal of 0 **percent** for disadvantaged business enterprises (DBE).
- Delivery and Installation of Mobile Computer Equipment within **75 calendar days** following the receipt of Notice to Proceed.

The Alameda County Congestion Management Agency (ACCMA) hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation. Bidders will not be discriminated against on the grounds of race, color, religion, sex, national origin, ancestry, place of birth, sexual orientation, age or disability in consideration for an award.

The successful bidder shall furnish a Labor and Materials Bond and a Faithful Performance Bond, upon project award.

Attention is directed to the Federal minimum wage rate requirements included in these specifications, in so far as such requirements apply to this contract. If there is a difference between the minimum wage rates predetermined by the United States Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor

and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

Pursuant to Section 1770 of the Labor Code, the California Director of the Department of Industrial Relations has ascertained the general prevailing rate of per diem wages applicable to the work to be performed, which rates are filed in the office of the Deputy Director, and copies of which are available to any interested parties on request.

The Federal Minimum Wage Rates and the Prevailing Wage Rates ONLY apply to the portion of work provided during the field installation.

This project is subject to the "Buy America" provisions of the Surface Transportation Assistance Act of 1982 as amended by the Intermodal Surface Transportation Efficiency Act of 1991.

The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the ACCMA, by depositing securities of equivalent value with the ACCMA in accordance with the provisions of Section 4590 of the Government Code. All expenses of such substitute deposit shall be borne by the Contractor. Securities eligible for investment under the section shall include those listed in Section 16430 of the California Government Code or certificates of deposit of a bank or savings and loan association. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon. Such securities, if deposited by the Contractor, shall be valued by the ACCMA, whose decision on valuation of the securities shall be final.

The acquisition methods will be consistent with federal, state and local acquisition rules and regulations. "Traffic surveillance and control system projects are an integral part of the Federal-aid highway construction and all phases of these projects are eligible for funding with appropriate Federal-aid highway funds. The degree of sophistication of any system must be in scale with the needs and with the availability of personnel and budget resources to operate and maintain the system." (23CFR 655.407).


The procurement methods appropriate to the Alameda County CMA are described as fully competitive proposals as listed in 49 CFR Part 18.36 – Negotiated Procurement of Public/Private Infrastructure per 48 CFR Part 15. The Alameda County CMA may also procure services contracts based on qualifications and other evaluation factors, rather than cost alone.

Bidders may obtain copies of the project specifications by visiting or writing the ACCMA, 1333 Broadway, Suite 220, Oakland, CA 94612, (510) 836-2560

Request for Proposals can also be obtained from ACCMA web site at: www.accma.ca.gov

ACCMA will hold a Pre-submittal Conference will be held on February 9, 2005 at 2:00 PM at ACCMA offices, 1333 Broadway, Suite 220, Oakland, CA.

January 30, 2005
Advertisement Date


Christina Muller
ACCMA Board Secretary

ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY

SPECIAL PROVISIONS

MOBILE COMPUTER SYSTEM PROCUREMENT, INSTALLATION AND TESTING FOR THE SMART CORRIDORS PROGRAM INCIDENT MANAGEMENT PROJECT

Project Nos. 01-05

Federal Project Nos. CML-6273 (023)

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall be done in accordance with the Standard Specifications dated July 2002 and the Standard Plans dated July 2002 of the State of California Department of Transportation and the Local Agencies' Standard Plans and Specifications insofar as the same may apply and in accordance with the following special provisions.

The following documents shall constitute the contract documents:

1. Project Special Provisions
2. State of California Department of Transportation Standard Plans
3. State of California Department of Transportation Standard Specifications

In case of conflict between the various contract documents, the following order shall govern: the Special Provisions, the Project Plans, the State Standard Plans, and the State Standard Specifications. In case of conflict within the same contract document, the stricter provisions of the document shall apply.

Definition and terms. Wherever in the Standard Specifications or Standard Plans, the following definitions and terms are used, the intent and meaning shall be interpreted as follows, unless the context otherwise requires:

Department of Transportation: The Alameda County Congestion Management Agency (ACCMA).

Director: The Deputy Director of Alameda County Congestion Management Agency.

Engineer: The Deputy Director of Alameda County Congestion Management Agency, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Highway: The streets in Alameda or Contra Costa Counties, which shall include the total right-of-way or area which is reserved for and secured for the use in constructing the roadway or street or its appurtenances.

Laboratory: The Division of New Technology, Materials and Research of the Department of Transportation of the State of California laboratory or any laboratory authorized by the Engineer to test materials and work involved in the contract.

State: The Alameda County Congestion Management Agency.

Legal Holidays: For the purposes of calculating working days, the legal holidays are: January 1st, the third Monday in January, February 12th, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, September 9th, the second Monday in October, November 11th, Thanksgiving Day, and December 25th. When a legal holiday falls on a Sunday, the following Monday shall be a legal holiday.

Liquidated Damages: The amount prescribed in the Special Provisions pursuant to authority of Government Code Section 53069.85, to be paid to the Alameda County Congestion Management Agency or to be deducted from any payments due or to become due the Contractor for each day's delay in completing the whole or any specified portion of the work beyond the time allowed in the Special Provisions.

Special Provisions: The Special Provisions are specific clauses setting forth conditions or requirements peculiar to the work and supplementary to the Standard Specifications. The Department of Transportation publications entitled Labor Surcharge and Equipment Rental Rates and General Prevailing Wage Rates are to be considered as part of the Special Provisions.

Standard Specifications: The 2002 edition of the Standard Specifications of the State of California, Department of Transportation. Any reference therein to the State of California or a State agency, office, or officer shall be interpreted to refer to the ACCMA or its corresponding agency, office, or officer acting under this contract.

Standard Plans: The 2002 edition of the Standard Plans of the State of California, Department of Transportation.

California Public Contract Code. State Contract Act: The provisions of the California Public Contract Code and of other applicable laws form and constitute a part of the provisions of this contract to the same extent as if set forth herein in full, except for those laws which are expressly made inapplicable herein, and except to the extent those laws are modified herein. The State Contract Act, being Chapter 1 (commencing with Section 10100) of Part 2, Division 2, California Public Contract Code, does not form or constitute any part of this contract. Section 20162 of the California Public Contract Code does not apply to work performed by ACCMA work forces.

Transportation Building, Sacramento: The Alameda County Congestion Management Agency, 1333 Broadway, Suite 220, Oakland, CA 94612.

Vendor: For the purposes of these specifications, the Contractor is also referred to as the Vendor.

"Local Agencies" Means the following participating agencies:

- Alameda County
- City of Berkeley
- City of Emeryville
- City of Piedmont

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

The ACCMA will furnish to each bidder a set of proposal forms that are detached from the Special Provisions, which, when filled out and executed shall be submitted as the bid. Bids not presented on the forms may be disregarded.

The bidder's attention is directed to the proposal requirements of the pre-award conference to be held after the opening of bids and prior to the award of the contract.

In addition to the subcontractors required to be listed in accordance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the name and address of each DBE subcontractor to be used for credit in meeting the goals, and to whom the bidder proposes to directly subcontract portions of the work. The list of subcontractors shall also set forth the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the proposal.

In accordance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the proposal. Signing the proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each submittal signed by the bidder shall include this assurance.

Section 2-1.10, "Disqualification of Bidders," of the Standard Specifications is amended to read:

More than one proposal from an individual, firm, partnership, corporation or combined thereof under the same or different names will not be considered. If it appears that the same individual, firm, partnership, corporation or combination thereof is interested in more than one proposal for the work contemplated, all such proposals shall be rejected. If there is a reason for believing that collusion exists among the bidders, any or all proposals may be rejected. Proposals in which the prices obviously are unbalanced may be rejected. Being listed as a subcontractor does not constitute interest in a bid.

Section 2-1.105, "Previous Disqualifications, Removal or Other Prevention of Bidding," of the Standard Specifications is amended to read:

A bid may be rejected on the basis of a bidder, any officer of such bidder, or any employee of such bidder who has proprietary interest in such bidder, having been disqualified, removed or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

Section 2-1.08, "Compliance with Orders of the National Labor relations Board," and Section 2-1.11, "Ineligibility to Contract" of the Standard Specifications are deleted. These sections are based on requirements of the State Contract Act and are not a part of these specifications.

2-1.015 FEDERAL LOBBYING RESTRICTIONS--Title 31, Section 1352 of the United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the proposal. Signing the proposal shall constitute signature of the Certification.

The above referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal Action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)-- This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business

Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the ACCMA's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto;
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company;
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The bidder will meet the goal by performing work with its own forces.
 - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions;
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work;
- F. DBEs must be certified by either the California Department of Transportation, or by a participating agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of certified DBEs are available from the following sources:
 - 1. The California Department of Transportation's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520;
 - 2. The California Department of Transportation's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password;

3. The California Department of Transportation's web site at <http://www.dot.ca.gov/hq/bep/index.htm>;

G. Credit for materials or supplies purchased from DBEs will be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.
3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

H. Credit for DBE trucking companies will be as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal;
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract;
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs;

4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract;
 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE;
 6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract;
 - J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

2-1.02A DBE GOAL FOR THIS PROJECT

The ACCMA has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE): **0 percent.**

Caltrans has engaged the services of a contractor to provide supportive services to contractors and subcontractors to assist in obtaining DBE participation on federally funded construction projects. Bidders and potential subcontractors should check the Caltrans website at <http://www.dot.ca.gov/hq/bep> to verify the current availability of this service.

2-1.02B REQUIRED LISTING OF PROPOSED SUBCONTRACTORS –Paragraph 2 of Section 2-1.054, “Required Listing of Proposed Subcontractors” of the Standard Specifications is amended to read:

A sheet for listing the subcontractors, as required herein, is included in the proposal. Bidders are cautioned that this listing requirement is in addition to the requirement to provide a list of DBE subcontractors after the opening of the proposals.

2-1.02C SUBMISSION OF DBE INFORMATION

The required DBE information shall be submitted on the "LOCAL AGENCY BIDDER - DBE INFORMATION" form included in the proposal. If the DBE information is not submitted with

the bid, the DBE Information form shall be removed from the documents prior to submitting the bid.

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

If DBE information is not submitted with the bid, the apparent successful bidder, the second responsible bidder and the third responsible bidder shall submit DBE information to the Office of the Deputy Director so the information is received by the Alameda County Congestion Management Agency no later than close of business day on Friday following bid opening. DBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DBE information unless requested to do so by the Alameda County Congestion Management Agency.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the ACCMA/County, in its review, finds that the goal has not been met.

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal. The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal should include:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.
- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine

with certainty whether the DBEs were interested.

- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.
- D. The names, addresses and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder's choice.
- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs.
- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.
- G. The names of agencies contacted to provide assistance in contacting, recruiting and using DBE firms.
- H. Any additional data to support a demonstration of good faith efforts.

2-2. TECHNICAL INFORMATION - All technical questions should be submitted in writing to:

Mr. Cyrus Minoofar, P.E.
Program Manager
Alameda County CMA
1333 Broadway, Suite 220
Oakland, CA 94612
Tel: (510) 836-2560
Fax: (510) 836-2185

The use of information from any other source will be at the sole risk of the Vendor.

2-3. PRE-SUBMITTAL CONFERENCE -- A Pre-submittal Conference will be held on February 9, 2005 at 2:00 PM.

Questions may be submitted in writing (either in hard copy or via email to CMinoofar@accma.ca.gov) to ACCMA, and must be received no later than 3 working days prior to the conference to allow for research of items questioned. Correspondence regarding this contract must reference the Equipment Type within the heading of the email or document. The ACCMA will answer all questions received via issuance of a Contract Addendum. Questions received after the deadline above will be returned unanswered.

2-4. PROPOSAL FORMAT -- Ten copies of sealed proposals shall be submitted to the ACCMA.

The following information shall be submitted to consider the proposal responsive: .

1. Introductory Letter
2. Technical Proposal - Limited to 20 pages
3. Supporting Documentation - 10 pages
4. Proposal, including Signed Bid List, as shown in the proposal section of these Special Provisions

The following general requirements shall apply to the proposal:

- All pages shall be (8.5x11), printed on one side only, in 12-point font or larger. Foldout pages are not allowed
- Dividers shall be used for each section.
- Proposals shall be submitted in a sealed package, with the project number marked on the outer wrapping of the package

The format of the proposal shall be in the following order:

2-4.1 INTRODUCTORY LETTER - The introductory letter shall address the following:

1. An expression of the firm's interest in being selected for the project.
2. Official Company Name and address.
3. Complete name and address of person who will receive correspondence and who is authorized to make decisions or represent the Contractor and contractually bind the firm. This person shall sign the Cost Proposal.
4. A statement describing the legal entity responsible for submitting the proposal and any proposed sub-contract or joint venture agreements.
5. A statement confirming the commitment of adequate resources to meet ACCMA's quality and schedule expectations. Include proposed product delivery.
6. Statement that the proposals are an irrevocable offer for ninety (90) days after the selection submittal date.
7. A summary of key points regarding the firm's equipment.
8. List of completed installations for Fire or Police Departments.

2-4.2 TECHNICAL PROPOSAL -- The following information shall be included:

PROPOSED PRODUCT -- The following shall be included as a description of the proposed product to be provided by the Vendor under this contract:

1. Include detailed descriptions of the product you propose to furnish. If you elect to use product cut sheets showing multiple product options to describe the product you propose to furnish, circle or otherwise indicate which exact options shown on the cut sheets are being proposed. Such literature shall be sufficient in detail in order to allow full and fair evaluation of the proposed equipment.
2. Any variations between ACCMA requirements and the proposed equipment specifications shown in the descriptive literature shall be noted by the Vendor on the submittals and explained. Failure to include this information may result in the proposal being rejected. Detailed submittal data is required.
3. If reprinted literature, such as cut-sheets or descriptive literature is used to satisfy some or all of the submittal data requirements, any statements in the literature which conflict with the ACCMA requirements shall be explained and justified.
4. Describe your warranty and operational support program.
5. Indicate the lead-time for the proposed products.
6. Describe the training program that you propose to furnish.
7. Expected life cycle of the equipment. The Vendor must provide evidence of equipment replacement life from actual use in the proposed environment.

2-4.3 SUPPORTING DOCUMENTATION -- The following information shall be provided:

VENDOR HISTORY -- The following information shall be submitted:

1. Evidence of financial stability. Company official reports and other similar materials (balance sheet and income statements, with 3-year summary history) should be provided.
2. Number of years in business under the present business name, and number of years in business under previous business names (include previous business names).
3. Identify any past (within last 3 years) or pending litigation against the Vendor alleging failure to perform in accordance with contractual obligations, and describe present status. If there is no such litigation, this must be explicitly stated.
4. Identify any individuals. Corporation, other business entities in the business of providing financial products or services with whom the Vendor has a business partnership.

EXPERIENCE HISTORY - The Vendor shall be required to complete the Work History Form, included in these special provisions.

The Vendor shall provide a complete list of all Fire or Police Department in the U.S. only that have installed, operated, and maintained the Vendor's equipment within the last five years. An owner's reference and contact information shall be included for each project listed. Include name, address, phone number and email for each reference. Reference checks will be used to assess:

1. What level of satisfaction is seen in previous and current owners using this system?
2. How responsive is the Vendor to past and current users?
3. Did the Vendor stay within budget and on schedule in previous and current projects?
4. List any projects, which have resulted in time extensions and/or the assessment of liquidated damages against any member of the project team during the last five (5) years.
5. Furnish examples of projects in which any member of the project team has completed tasks ahead of schedule or under budget, and a description of how this was accomplished.

QUALITY CONTROL - Describe your facilities to be used in the performance of this contract.

1. Identify the procedures to be used in quality control assurance and cost control.
2. Describe the internal quality management procedures for the firm(s) involved in the project. Include a copy of any ISO quality certifications your firm may possess. If the firm is not ISO certified, provide evidence of other types of Quality Control and Assurance Plans.
3. Describe how the firm's quality assurance and cost control programs will benefit the project.

OTHER INFORMATION - This section may include product manuals, capacity/resource charts, graphs, photographs, maps, resumes, references, etc. that the firm feels is relevant to its proposal. Contents are essentially to be at the discretion of the Vendor.

2-5. PRESENTATION -- Vendors submitting a responsive proposal will be invited to participate in a product demonstration. This demonstration shall have the following format:

- Presentation (15 minutes) - The Vendor shall present the features of its product and proposal to the Evaluation Panel.
- Question & Answer Session (30 minutes) - The Evaluation Panel will ask the Vendor questions about its proposal, product, ease of maintenance, and training, operational support and warranty programs.

2-6. EVALUATION CRITERIA -- The following evaluation criteria will be used:

Criteria
Conformance with the terms and requirements of this Contract
Experience with Fire or Police Department Installations
History of technology, component use, reliability, and field experience
Expertise in system installation
Availability of Product within Project Schedule
Proximity of Installer to the Project Area
Special features and attributes of the proposed equipment
Cost

Proposals will be kept confidential until a contract is awarded.

2-7. SELECTION PROCEDURES -- The selection of the Vendor will be based upon the quality of the products and services offered, as well as the price provided by the Vendor. The Technical and Cost proposals will be reviewed concurrently by the evaluators, and the content of both used in scoring Vendor submittals.

The acquisition methods will be consistent with federal, state and local acquisition rules and regulations. "Traffic surveillance and control system projects are an integral part of the Federal-aid highway construction and all phases of these projects are eligible for funding with appropriate Federal-aid highway funds. The degree of sophistication of any system must be in scale with the needs and with the availability of personnel and budget resources to operate and maintain the system." (23CFR 655.407).

The procurement methods appropriate to the Alameda County CMA are described as fully competitive proposals as listed in 49 CFR Part 18.36 – Negotiated Procurement of Public/Private Infrastructure per 48 CFR Part 15. The Alameda County CMA may also procure services contracts based on qualifications and other evaluation factors, rather than cost alone.

Proposals that do not meet schedule requirements will be considered non-responsive.

Vendor proposal submittal content will also be judged as responsive or non-responsive. Vendors submitting responsive proposals will be invited to the product demonstration. Products and services will be evaluated based on the selection criteria by individual members of the selection committee, with scores assigned to each proposal based on the selection criteria provided elsewhere in these special provisions:

The evaluation by individual committee members will be to produce a final ranking. The ACCMA will recommend award to the responsive and responsible Vendor having the highest score or will recommend that all proposals be rejected.

The evaluation conducted for evaluation of the Vendor proposal is for selection purposes only, and shall not effect other Contract provisions.

2.8. SELECTION CALENDAR -- Below is the calendar for the various activities, which constitute the selection process.

Activity	Date	Time
Advertise Request for Bids	January 24, 2005	
Pre-Proposal Meeting	February 9, 2005	2:00 PM
Proposals Due	February 22, 2005	4:00 PM
Interviews (Presentations)	March 2, 2005	
Announce Selection	March 4, 2005	
Award of Contract	March 30, 2005	
Start Date – Notice to Proceed (Estimated)	April 20, 2005	
Completion of Installation and Testing (Estimated)	June 30, 2005	

2-9. CONTRACT ADMINISTRATION -- Following the award of contract, the awarded Vendor shall contact the ACCMA for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions, or scope of the contract. Only the ACCMA is authorized to change or amend the specific terms, conditions, or provisions of the contract.

2-10. CONFIDENTIALITY -- If a Vendor believes that its proposal contains information that should be withheld, a statement shall be included advising of this fact, and the information shall be so identified wherever it appears. The information identified as confidential shall not be disclosed until ACCMA reviews the statement and the information, and makes a written determination whether the information shall be withheld. The Vendor will be informed in writing of such determination.

2-11. TERMS, CONDITIONS AND EXCEPTIONS -- Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and exceptions to ACCMA's standard contract language. The omission of these documents renders a proposal non-responsive.

1. ACCMA reserves the right to reject any and all proposals, as well as the right to cancel this procurement at any time.
2. Vendors will not be reimbursed for any costs associated with the preparation and submissions of the proposal, interviews or Vendor demonstration conducted during the evaluation period.
3. ACCMA is under no obligation to award this contract to the proposal that represents the lowest cost. Selection of a proposal for award will be solely based on the Evaluation Criteria as set forth in these special provisions.
4. ACCMA reserves the right to waive any minor irregularities or informalities in any proposal, or request clarification of inform from any Vendor.
5. ACCMA reserve the right to waive any requirements if it is in the ACCMA's and/or public's best interest.
6. ACCMA reserves the right to schedule additional presentations, demonstrations, or question and answer sessions with each Vendor to clarify any questions or issues with any proposal.

7. ACCMA reserves the right to change the project schedule or product delivery schedule if it is in ACCMA's and/or public's best interest.
8. ACCMA reserves the right to request re-submission of Vendor proposals in the event that no submitted proposal can be deemed the best value proposal.
9. ACCMA reserves the option to amend the contract awarded to the top ranked Vendor to extend the scope of work, to contract for the additive bid items, or to include additional products or services.
10. Alterations, modifications or variations to a proposal may not be considered, unless authorized by the ACCMA or by addendum or amendment.
11. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other Contractor, bidder or prospective bidder. Complementary proposals are illegal and prohibited.
12. All proposals, inquires, Vendor literature, and other written material associated with this solicitation will become the property of the ACCMA when received from the Vendor.
13. The master copy of each proposal shall be retained for ACCMA's official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each bidder may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the bidder thereby agrees to indemnify and defend the ACCMA for honoring such a designation. The failure to so label any information that is released by the ACCMA shall constitute a complete waiver of any and all claims for damages caused by any release of the information. If a public record request for labeled information is received by the ACCMA, ACCMA will notify the bidder of the request and delay access to the material until seven working days after notification to the bidder. Within that time delay, it will be the duty of the bidder to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.
14. ACCMA will not be liable for Federal, State, or Local excise taxes, delivery chargers, storage charges, or any other costs.
15. No contract will be implied by the selection of a Vendor proposal. The selection of a top ranked Vendor is only for the purpose of initiating negotiations for accomplishing the proposed contract. No contract will exist until both the ACCMA and the Vendor have reached an agreement and signed a format contractual document approved by the ACCMA Board.
16. ACCMA reserves the right to select multiple Vendors under this solicitation if it is in the ACCMA's best interest to select a Vendor to provide a specific portion of the project identified in these special provisions.
17. ACCMA reserves the right to negotiate final contract terms with any bidder selected. The contract between the parties will consist of the proposal together with any modifications thereto, and the awarded bidder's proposal submitted by the Vendor, together with any modifications and clarifications thereto that are submitted at the request of the ACCMA during the evaluation and negotiation process.
18. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, this

solicitation, any modifications and clarifications to the awarded bidder's proposal, and the awarded bidder's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

19. Non-compliance with any aspect of this solicitation will be grounds for rejection or any proposal.
20. As a part of the contract, the ACCMA will have the right to terminate the contract, impose liquidated damages, and all other legal recourse available to the ACCMA, upon the Vendor's inability to meet the agreed upon product, delivery schedule and acceptance criteria established within the contract.

WORK HISTORY FORM

Project Name & Location	Nature of Firm's Responsibility	Project Owner's Contact Information	Completion Date (actual or estimated)	Estimated Cost of Entire Project	Estimated Cost of The Firm's Work
1)					
2)					
3)					
4)					
5)					
6)					
7)					
8)					
9)					
10)					

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3-1.01 GENERAL -- The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning submittal of DBE information and award and execution of contract.

3-1.02 AWARD OF CONTRACT -- Section 3-1.01 "Award of Contract," of the Standard Specifications is amended to read:

The right is reserved to reject any and all proposals. The right is also reserved to waive any informalities or irregularities in bids received.

The award of the contract, if it be awarded, will be to the highest ranked responsible bidder whose proposal complies with all the requirements prescribed, and who has met the goals for DBE participation, or has demonstrated to the satisfaction of the ACCMA a good faith effort to do so. Meeting the goals for DBE participation, or demonstrating to the satisfaction of the ACCMA good faith efforts to do so, is a condition of being eligible for award of contract. Such award, if made, will be made within 45 days after the receipt of the proposals. If the lowest responsible bidder refuses or fails to execute the contract, the ACCMA Board may award the contract to the second ranked responsible bidder. Such award, if made, will be made within 60 days after the opening of the proposals. If the second lowest responsible bidder refuses or fails to execute the contract, the ACCMA Board may award the contract to the third ranked responsible bidder. Such award, if made, will be made within 75 days after the receipt of the proposals. The periods of time specified above within which the award of the contract may be made shall be subject to extension for such further period as may be agreed upon in writing between the ACCMA and the bidder concerned.

All bids will be compared on the basis of the Selection Criteria listed elsewhere in these special provisions. Bids are required for the entire work, including alternate bid items. The amount of the bid, for comparison purposes and selection of the bidder, will be the total of all items in the base bid, plus any and all of the alternative bid items, which may be included in the project, based on the ACCMA's available funding.

3-1.03 CONTRACT BONDS -- The first two paragraphs of Section 3-1.02, "Contract Bonds," of the Standard Specifications are amended to read:

Contractor shall provide, at the time of the execution of the contract agreement for the work, and at his own expense, a surety bond in an amount equal to at least one hundred percent (100%) of the contract price as security for the faithful performance of said agreement. Contractor shall also provide, at the time of the execution of the agreement or contract for the work, and at his own expense, a separate surety bond in an amount equal to at least one hundred percent (100%) of

the contract price as security for the payment of all persons performing labor and furnishing materials in connection with said contract agreement. Sureties on each of said bonds shall be executed by a corporate surety authorized to engage in such business in the State of California and shall be satisfactory to the ACCMA Attorney.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 10 calendar days after the date of receipt of the Notice to Proceed (NTP), and shall diligently prosecute said work to deliver, install, and test the Mobile Computer System equipment within **75 calendar days** following the NTP.

The Vendor shall pay to the Alameda County Congestion Management Agency (ACCMA) the sum of **\$200 per day**, for each and every calendar day's delay in finishing the work in excess of the number of calendar days prescribed above, when the delay results in added cost to ACCMA or the Installation Contractor.

PRE-CONSTRUCTION CONFERENCE. Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the office of the Deputy Director for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, Contractor's schedule, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. Unless otherwise approved by the Engineer, the Contractor's proposed superintendent shall be present and at least one representative from each listed subcontractor. The time and date for the preconstruction conference will be scheduled by the Engineer.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 LABOR NONDISCRIMINATION -- Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt state contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The Specifications are applicable to all nonexempt state construction contracts and subcontracts of \$5,000 or more.

5-1.02 PREVAILING WAGE -- Attention is directed to Section 7-1.01A(2), "Prevailing Wage," of the Standard Specifications.

The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are provided herein. Also provided in Section 14 are the Federal Minimum Wage Rates and Federal Requirements for Federal-Aid construction projects. **The Federal Minimum Wage Rates and Prevailing Wage Rates ONLY apply to the portion of work provided during the field installation.**

5-1.03 PUBLIC SAFETY -- The Contractor shall provide for the safety of traffic and the public in accordance with the provisions of Section 7-1.09, "Public Safety," of the Standard Specifications and these Special Provisions.

Full compensation for conforming to the requirements in this section "Public Safety," shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.04 BUY AMERICA REQUIREMENTS -- Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In accordance with said law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and any other coating that protects or enhances the value of such steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance, conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished for steel and iron materials. The

certificates, in addition to certifying that the materials comply with the specifications, shall also specifically certify that all manufacturing processes for the materials occurred in the United States, except for the exceptions allowed herein.

The requirements imposed by said law and regulations do not prevent a minimal use of foreign steel materials if the cost of such materials used does not exceed one tenth of one percent (0.1%) of the total contract cost or \$2,500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of any foreign steel prior to incorporating such materials into the work.

5-1.05 SUBCONTRACTOR AND DBE RECORDS -- The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

5-1.06 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in

writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

Required for ALL construction contracts administered under the Caltrans Standard Specifications, dated July 1999. However this should be deleted if no DBE goals are specified.

5-1.07 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the ACCMA to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the ACCMA.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

5-1.08 SUBCONTRACTING - Attention is directed to the provisions in Section 8-1.01, "Subcontracting," and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions.

Pursuant to the provisions in Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a

public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at http://www.dir.ca.gov/dir/Labor_law/DLSE/Debar.html.

The first paragraph of Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications is amended to read:

In accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100 of the California Public Contract Code, each bidder shall list in his proposal the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime Contractor's total bid. Said list shall include a description of the portion of the work that will be done by each subcontractor. The prime Contractor shall list only one subcontractor for each portion as is defined by the prime Contractor in his or her bid.

A sheet for listing all the subcontractors, including DBEs as required, is included in the proposal.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price is superseded by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions.

This requirement shall be enforced as follows:

Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

5-1.09 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS - Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

5-1.10 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS - The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of

Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

5-1.11 PARTIAL PAYMENTS -- Payment for the work will be paid in partial payment as described elsewhere in these special provisions.

5-1.12 PAYMENT OF WITHHELD FUNDS -- The second paragraph of Section 9-1.065, "Payment of Withheld Funds," of the Standard Specifications, is amended to read:

The Contractor may elect to receive 100% of payments due under the contract from time to time, without retention of any portion of the payment by the ACCMA, be depositing securities of equivalent value with the ACCMA in accordance with the provisions of Section 22300 of the Public Contract Code. All expenses of such substitute deposit shall be borne by the Contractor. Securities eligible for investment under the section shall include those listed in Section 16430 of the California Government Code or certificates of deposit of a bank or savings and loan association. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. Such securities, if deposited by the Contractor, shall be valued by the ACCMA's Finance Director (Treasurer), whose decision on valuation of the securities shall be final.

5-1.13 ACCEPTANCE OF THE CONTRACT -- Section 7-1.17, "Acceptance of the Contract", of the Standard Specifications is amended to read as follows:

When the Engineer has made the final inspection as provided in Section 5-1.13, "Final Inspection," of the Standard Specifications and determines that the contract work has been completed in all respects in accordance with the plans and specifications for the Installation Contract, he or she will prepare a written statement of final quantities of the total amount of work complete under the contract, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment for approval by the Contractor. All prior estimates shall be subject to correction in the statement of final quantities.

Upon approval of the statement of final quantities by the Contractor, or if Contractor approval is not received within 10 calendar days of receipt of the statement of final quantities, the Engineer will recommend that the ACCMA formally accept the work under the contract as complete. The Engineer will then prepare a final estimate of the total sum due the Contractor based on the statement of final quantities, including therein an itemization of said amount, segregated as to contract item quantities, extra work and any other basis for payment, and shall also show therein all deductions made or to be made for prior payments and amounts to be kept or retained under the provisions of the contract.

Approval of the Engineer's estimate of final quantities by the Contractor shall not forfeit the Contractor's right to file claims against the ACCMA as provided for in Section 5-1.11, "Claims by Contractor," of these Special Provisions.

The Contractor's attention is directed to Section 9-1.04, "Notice of Potential Claim," of the Standard Specifications regarding giving the Engineer timely written notice regarding potential claims against the ACCMA.

Upon formal acceptance by the ACCMA, the Contractor will be relieved of the duty of maintaining and protecting the work as a whole, and he will not be required to perform any further work thereon; and the Contractor shall be relieved of this responsibility for injury to persons or property or damage to the work which occurs after the formal acceptance by the ACCMA, except for injuries or damages arising out of latent defects.

5-1.14 PAYMENT AFTER ACCEPTANCE -- Section 9-1.07, "Payment after Acceptance," of the Standard Specifications is amended to read as follows:

The ACCMA will record the Notice of Completion with the Alameda and Contra Costa County Recorders within 10 days after formal acceptance by the ACCMA and, if no mechanic's lien is recorded within 30 days after the recording of the Notice of Completion with the Alameda and Contra Costa County Recorders, the ACCMA will make a final payment of the entire sum due the Contractor, less the percentage retained for warranty purposes, based on the Engineer's final estimate. Such final payment will be made within 10 days after the expiration of the aforementioned 30-day period.

5-1.15 CLAIMS BY CONTRACTOR -- Section 9-1.10, "Arbitration," of the Standard Specifications is deleted and the following is substituted therefor:

Attention is directed to the provisions of Sections 20104 to 20104.8, inclusive, of the Public Contract Code, concerning the procedures to be followed when filing claims against the ACCMA. All claims shall be filed with the ACCMA Board Secretary.

Forms specifying the information to be contained in claims against the ACCMA may be obtained from the ACCMA Board Secretary.

5-1.16 AUTHORITY OF ENGINEER -- Section 5-1.01, "Authority of Engineer" of the Standard Specifications is amended to read:

The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to compensation. Except as stated hereinafter in this section, the Engineer's decision shall be final and he or she shall have authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly. Any decision of the Engineer as to the acceptability of substitute materials may

be appealed to the ACCMA Board by the prime Contractor or the principal suppliers of the materials in question. Any such appeal shall be made in writing and shall be delivered to the ACCMA Board Secretary within ten (10) days of the delivery or mailing to appellant of written notice of the Engineer's decision. The decision of the ACCMA Board on any such appeal shall be final.

5-1.17 INSPECTION -- Inspection shall conform to the provisions in Section 5-1.08, "Inspection", of the Standard Specifications and these Special Provisions.

All overtime work performed shall be subject to charges for inspection by ACCMA's contracted forces. All work performed on Saturdays, Sundays, any trade union holidays or on weekdays before 7:30 a.m. or after 4:30 p.m. shall be charged at one and one-half times the hourly rate.

The Contractor's normal working hours shall be from 7:30 a.m. to 4:30 p.m. Monday through Friday. Any deviation from these hours requires written approval of the Engineer.

5-1.18 TERMINATION OF CONTROL -- Section 8-1.08, "Termination of Control," of the Standard Specifications is deleted and the following is substituted therefor:

Failure to supply an adequate working force, or material of proper quality or in any other respect to prosecute the work with diligence and force specified by the contract, or failure to make prompt payments to subcontractors for material or labor, is grounds for the termination of the Contractor's control over the work and for taking over the work by the ACCMA or its duly authorized representative.

Notice thereof in writing will be served upon the Contractor, and should he neglect or refuse to provide means for a satisfactory compliance with the contract as directed by the Engineer within the time specified in such notice, the ACCMA Board, in any such case, shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work or said parts of it as the ACCMA Board may designate.

Upon such suspension the Contractor's control shall terminate, and thereupon, the ACCMA Board or its duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment and appliances upon the premises and use the same for the purpose of completing said contract; and hire such force and buy or rent such additional machinery or tools, appliances and equipment, and buy such additional material and supplies at the Contractor's expense as may be necessary for the proper conduct of the work, and for the completion thereof; or may employ other parties to continue the contract to completion, employ the necessary workers, substitute the machinery or materials, and purchase the materials contracted for in such manner as the ACCMA Board may deem proper.

The ACCMA Board may annul and cancel the contract and re-let the work or any part thereof. Any excessive cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties who will be liable therefor.

In the event of such suspension, all monies due the Contractor or that have been retained under the terms of this contract shall be forfeited to the ACCMA, but such forfeiture will not release the Contractor or his sureties from liability of failure to fulfill the contract.

Upon completion of the contract work taken over by the ACCMA as provided for above, any surplus contract funds remaining after all just claims have been paid will be credited to the Contractor. In the event the total cost of the contract work, including work taken over by the ACCMA exceeds the contract amount, the Contractor and his or her sureties shall be liable for the excess cost over the contract amount.

In making the determination as to whether there has been non-compliance with the contract so as to warrant the suspension or annulment thereof, the decision of the ACCMA Board shall be binding on all parties to the contract.

5-1.19 INSURANCE REQUIREMENTS -- After award of contract, the Contractor shall promptly obtain, at its own expense, all the insurance required by this section. Contractor shall submit a completed copy of the Certificate of Insurance signed by the Contractor's agent or broker to the Alameda County Congestion Management Agency for review and approval by the ACCMA. The insurance requirements must be met within the same 8-day period allowed for contract execution as provided in the Directions to Bidders in the proposal.

The notice to proceed with the work under this contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the ACCMA. The Contractor shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained. Such insurance shall remain in full force and effect at all times during the prosecution of the work and until the final completion and acceptance thereof. Approval of the insurance does not relieve the Contractor or Subcontractors from requirements of Section 7-1.12 "Responsibility for Damage" of the Standard Specifications.

(1) Workers' Compensation and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of the contract, Statutory Workers' Compensation and Employer's Liability Insurance with limits not less than One Million Dollars (\$1,000,000.00) for all of its employees to be engaged in the work on the project under the Contract. Should any work be sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation and Employer's Liability Insurance, all in strict compliance with State laws and to fully protect the ACCMA from any and all claims arising out of occurrences on the work.

(2) Commercial General and Automobile Liability Insurance

The Contractor shall take out and maintain in the name of the Contractor and, as an additional insured, the ACCMA, during the life of the Contract, such Commercial General and Automobile Liability Insurance as shall protect the Contractor, the ACCMA, its officials, officers, directors, employees and agents, all public agencies from whom permits will be obtained and their directors, officers, engineers, agents and employees, from claims which may arise from operations under this contract, whether such operations be by

the Contractor, by the ACCMA, its officials, officers, directors, employees and agents, all public agencies from whom permits will be obtained and their directors, officers, engineers, agents and employees, any subcontractors, or by anyone directly or indirectly employed by any of them. Such coverage shall be at least as broad as: Insurance Service Office Commercial General Liability coverage (occurrence Form CG0001) and Insurance Service Office Form Number CA0001 (Ed. 1/87) covering Automobile Liability, Code 1 (any auto). This liability insurance shall include, but shall not be limited to, protection against claims arising from bodily and personal injury and damage to property, resulting from the Contractor's or subcontractor's operations, including the use of owned or non-owned automobiles, products, and completed operations. The amounts of insurance shall not be less than the following:

Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

The following endorsements must be attached to the policy:

- (a) If the insurance policy covers on an "accident" or a "claims made" basis, it must be changed to "occurrence."
- (b) The policy must cover Personal Injury as well as Bodily Injury.
- (c) The policy must cover complete contractual liability. Exclusions of contractual liability as to bodily injuries, personal injuries and property damages MUST BE ELIMINATED from the basic policy endorsements. This endorsement may be satisfied by amending the definition of "incidental contract" to include written contract.
- (d) Broad form property damage liability must be afforded. Permission is granted for deductible that shall not exceed \$10,000 without special approval of the ACCMA.
- (e) The ACCMA must be named as an additional named insured under the coverage afforded with respect to the work being performed under the contract.
- (f) A certificate shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance affected by the ACCMA will be called upon to contribute to a loss under this coverage.
- (g) The policy must include a cross liability or severability of interests clause.

- (h) Any failure of the Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the ACCMA, et al.
- (i) Notice of cancellation, non-removal, reduction in limits, or material change, shall be sent to the ACCMA with at least thirty (30) days prior written notice by certified mail.
- (j) Insurance is to be placed with California Admitted Insurers with a Best's rating of no less than A: XI.

The following endorsements must be attached to the policy:

- (a) If the insurance policy covers on an "accident" or a "claims made" basis, it must be changed to "occurrence."
- (b) Permission is granted for deductible that shall not exceed \$10,000 without special approval of the ACCMA.
- (e) The ACCMA must be named as an additional named insured under the coverage afforded.
- (f) A certificate shall be provided which states that the coverage is PRIMARY INSURANCE and that no other insurance affected by the ACCMA will be called upon to contribute to a loss under this coverage.
- (g) The policy must include a cross liability or severability of interests clause.
- (h) Any failure of the Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the ACCMA, et al.
- (i) Notice of cancellation, non-removal, reduction in limits, or material change, shall be sent to the ACCMA with at least thirty (30) days prior written notice by certified mail.
- (j) Insurance is to be placed with California Admitted Insurers with a Best's rating of no less than A: XI.

Should any such insurance policy be materially changed before final completion of the work, and the Contractor fail to procure other insurance as herein required, immediately, the ACCMA may procure such insurance and deduct the cost thereof from any amounts due the Contractor.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 GENERAL -- Attention is directed to Section 6, "Control of Materials," of the Standard Specifications and these special provisions.

All materials required to complete the work under this contract shall be furnished by the Contractor.

SECTION 9. DESCRIPTION OF WORK

9-1.01 GENERAL – The work consists, in general, of furnishing, delivery, installing, testing, providing warranty, coordination with ACCMA and Fire Departments for 21 Rugged Mobile Computer System, which will be installed for Cities of Berkeley, Emeryville, Piedmont, and Alameda County, and all other work as specified in these special provisions. The Mobile Computer System consists of Ruggedized Computers, Monitors, Keyboards, mounting hardware, software, and other elements as specified in this document.

9-1.02 CONTRACT DOCUMENTS – The following documents shall constitute the Contract Documents:

1. Project Special Provisions
2. State of California Standard Plans, July 2002
3. State of California Standard Specifications, July 2002

9-1.03 CERTIFICATES OF COMPLIANCE – Attention is directed to Section 6-1.07, "Certificates of Compliance" of the Standard Specifications and these special Provisions. Contractor shall submit certificates of compliance to the Engineer for approval ten (10) working days after the Notice to Proceed.

No materials shall be incorporated into the work until certificates have been approved in writing by the Engineer.

9-1.04 SUBMITTALS AND SUBSTITUTIONS

9-1.04A SUBMITTALS – Unless otherwise specified, or directed by the Engineer, all contract bid items are subject to the requirements of this section for submittals and are supplemented by the submittal requirements for:

1. Schedules
2. Mobile Computer Units
3. Mounting Units
4. Software Components
5. Any other submittals as required by the Engineer

The Contractor's attention is directed to other Submittal requirements in Section 10 of the these special provisions.

Requirements and procedures for preparing and transmitting data (submittals) to the Engineer shall conform to the provisions of Section 5, "Control of Work", and Section 6, "Control of Materials", of the Standard Specifications and these Special Provisions as follows:

1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalogue number or by reference to recognized industry standards.

2. To ensure that the specified products are furnished and installed in accordance with the design intent, procedures have been established for advance submittal of design data and for its review by the Owner and the Engineer.
3. The Contractor shall submit all drawings and schedules at least 7 working days in advance of construction requirements to permit for review and appropriate action by the Engineer. Such submittal shall be on 11" x 17", unless noted otherwise. The Contractor shall submit 4 copies for review.

The approval of drawings and schedules will be general and shall not be construed:

- a. As permitting any departure from contract requirements;
- b. As offering relief from the responsibility for any errors, including details, dimensions, and materials;
- c. As approving departures from detail furnished by the Engineer, except as otherwise provided in these Special Provisions.

If drawings show variations from contract requirements because of standard shop practice or for any other reasons, such variations shall be described in the letter of transmittal:

- a. The Engineer may approve or reject any or all variations.
- b. Failure to describe variations shall not relieve the Contractor from responsibility of executing the work in accordance with the contract, even though such drawings have been approved.

Resubmitting the documents will be handled in the same manner as first submittals.

- a. Specific attention shall be directed to revisions other than those requested by the Engineer on previous submittals by an accompanying letter or on the resubmitted drawings.
- b. If any corrections shown on the drawings constitute a change of Contract requirements, the Engineer shall be notified, as previously specified.
- c. Work indicated on drawings marked "MAKE CORRECTIONS NOTED" may be carried out prior to resubmitting the documents and final approval, provided that the requests of the Engineer have been properly addressed and resolved.

The Contractor shall take responsibility for, and bear all cost of, damages, which may result from ordering material or from proceeding with work prior to approval by the Engineer.

9-1.04B SUBSTITUTIONS – Materials and equipment for the Work shall be the standard product of a manufacturer regularly engaged in the production of such materials and

equipment. Product options for substitutions shall not be the basis for any "extra charges" above the original bid price for the work.

Substitutions which are equal in quality, efficiency, durability and utility to those specified will be permitted, subject to the following provisions. All substitutions must be favorably approved by the ACCMA in writing prior to implementation.

Submit to the ACCMA, not later than ten (10) calendar days after Notice to Proceed, a typewritten list containing a description of each proposed substitute item or material as specified in Section "Submittals" in these Special Provisions. Sufficient data, drawings, samples, literature and other detailed information which demonstrates to the ACCMA that the proposed substitute is equal in quality, operating efficiency, and durability to the material specified will be attached to the list.

The ACCMA shall review such proposed substitutions for quality, operating efficiency, and durability to the materials specified and determine if a substitution may be made.

Favorable review shall not relieve the Contractor from complying with the requirements of the Plans and Specifications, and the Contractor shall be responsible at his own expense for any changes resulting from his proposed substitutions which affect other parts of the Work or the Work of other contractors.

Failure of the Contractor to submit proposed substitutions for review in the manner described above and within the time prescribed shall be sufficient cause for rejection by the ACCMA of any substitutions otherwise proposed.

9-1.06 WARRANTIES, GUARANTIES AND INSTRUCTION SHEETS –

Contractor's workmanship, furnished material and equipment warranties against defect shall be in conformance of Section 86-1.04, "Warranties, Guaranties and Instruction Sheets."

In addition to guarantees required elsewhere, the Contractor shall and hereby does guarantee all Work and Materials for a period of one (1) year after the date of final acceptance of the Project by the ACCMA and shall repair and replace any and all such work defective in labor and/or materials, together with any other work which may be displaced in so doing, without expense whatsoever to the ACCMA, ordinary wear and tear and neglect excepted.

In the event Contractor fails to comply with the provisions of the above-mentioned guaranty by commencing repair within fifteen (15) days after being notified in writing and diligently completing such repair, the ACCMA is hereby authorized to proceed to have the defects repaired and made good at the expense of the Contractor, who hereby agrees to pay the cost and charges therefore immediately on demand.

Contractor's attention is directed to other Warranty requirements described in Section 10 of these special provisions.

SECTION 10. CONSTRUCTION DETAILS

10-1. GENERAL

10-1. ORDER OF WORK -- Order of work shall conform to the provisions in Section 5-1.05, "Order of Work" of the Standard Specifications and these special provisions.

The first order of work shall be to prepare a schedule for the installation of the equipment for each of the fire departments (Alameda County, Emeryville, Piedmont and Berkeley).

The second order of work shall be to schedule installation with each fire department and to coordinate the installation with ACCMA. The Contractor shall install the equipment sequentially for each fire department before moving to the next fire department.

10-2. RUGGED MOBILE COMPUTER SYSTEM

10-2.1 INTRODUCTION -- This Technical Provision establishes the material, installation, testing, submittal, training, documentation, and warranty requirements, as well as the method of measurement and basis of payment for furnishing mobile computing devices, mounting hardware, standard operating system, and wireless connectivity software.

The Contractor shall furnish a vehicle-mounted, rugged laptop computer. It shall allow users to access and view internet and hard drive based information in all lighting conditions while the vehicle is moving. The computer shall work reliably while operating 24 hours/day, 7 days/week. The successful Contractor will have an end-to-end solution to handle materials planning, installation, and testing. This requirement can be satisfied either by the Contractor or by a combination of the Contractor and its partners.

The Rugged Mobile Computer system to be furnished shall include the following:

1. Rugged mobile laptop computer
2. Rugged remote keyboard and monitor for some units
3. Mounting hardware
4. Associated cabling
5. Software

The Contractor will be responsible for the following:

- Submitting required documentation, including test and maintenance procedures, for all equipment and obtaining Engineer's approval within **15 days** following the Notice to Proceed.
- Factory demonstration testing, factory acceptance testing, and environmental testing of all equipment as described herein.
- Coordination with fire departments for installation. (Alameda County, Emeryville, Piedmont, and Berkeley).

- Installing Contractor furnished equipment in fire department vehicles.
- Installing external modems and antennas provided by ACCMA.
- Providing electrical connection and other cabling to each device.
- Providing connection to the ACCMA Telecommunications Provider's Equipment (Cingular).
- Configuring and testing the Rugged Mobile Computer System.
- Furnishing and installation of operating system and wireless internet connectivity software.
- Conducting all testing to demonstrate a fully functional system.
- Correction of any installation, equipment, or software problems in a timely fashion.
- Providing a 1-year warranty for all furnished equipment, starting after Project Acceptance as specified in Section 5-1.13 of these Special Provisions.

10-2.1.1 QUALITY ASSURANCE -- To ensure that only the highest quality standards are used in the design and manufacture of the Rugged Mobile Computer System, mounting hardware, and software supplied under this contract shall be manufactured by a company which can furnish evidence of a quality control program with the bid documents.

10-2.2 MATERIALS

10-2.2.1 PHYSICAL REQUIREMENTS -- The computing equipment shall be contained in a metal, industrial strength chassis. The mounting device shall be designed to securely attach the computer to an emergency response vehicle. The power supply to the computing equipment shall not have any exposed wiring.

10-2.2.2 ENVIRONMENTAL REQUIREMENTS -- The Rugged Mobile Computer System shall be designed to withstand the following operating parameters:

- Drop Test: MIL-STD-810F, 516.5 IV
- Vibration: MIL-STD-810F, 514.5 I
- Water Resistance: MIL-STD-810F, 506.4 II or III
- Humidity: MIL-STD-810F, 507.4
- Dust Resistance: MIL-STD-810F, 510.4 I or IEC 60529 IP-54
- Temperature: MIL-STD-810F, 501.4 I and II
- Screen: Scratch resistant

10-2.2.3 EQUIPMENT MARKINGS -- The Rugged Mobile Computer System shall include a permanent marking or identification label showing at least the following:

- Product Name
- Product Model Name
- Product Part Number
- Product Serial Number
- Manufacturer's Name

10-2.2.4 POWER -- The computer, remote monitor, and keyboard shall operate from a vehicle power supply. It shall be a fused connection, not to the vehicle's accessory outlet, with no exposed wiring,

10-2.3 FUNCTIONAL REQUIREMENTS -- The Rugged Mobile Computer System shall be designed with the following minimum specifications:

- Operating System: Windows XP Professional, Service Pack 2
- Processor: Intel Centrino or Pentium 4-M processor, 1.3 GHZ
- Hard Drive: 40GB Shock-mounted hard drive
- Memory: 512MB RAM
- Optical Drives: DVD
- Expansion Slots (PCMCIA): Minimum one (1) PCIMCIA slot (accepting both Type 1 and Type 2 cards)
- Screen: 12.1" Color Display, viewable in outdoor light conditions
- External Interfaces: USB 2.0, Serial port
- Compatible with Sierra Wireless MP 775 GPS Rugged Wireless Modem

The remote keyboard and monitor shall be designed with the following:

- 12.1" minimum color display, viewable in outdoor light conditions
- Full QWERTY keyboard
- Dust and moisture resistant
- Scratch resistant

The mounting hardware shall be designed with the following:

- Securely fasten the device to the emergency response vehicle
- Mechanism to easily detach device for maintenance
- Docking station features to provide power and external modem connectivity to the laptop computer when it is attached to the vehicle mounting device.

The included software shall have the following capabilities:

- Maintain connectivity and session persistence between wireless computers and Internet applications while the vehicle is moving. If the connection is lost, the software will automatically reestablish the existing session.

10-2.4 SUBMITTALS -- All products to be supplied by the Contractor under this contract shall meet the applicable requirements specified herein. The Vendor shall furnish evidence of a comparable quality control program with the bid documents.

The Contractor shall submit 5 copies of all data and documentation specified herein to the Engineer for review and approval. Obtain Engineer's approval for the submittal package no later than 30 days after receipt of the Notice to Proceed, unless otherwise stated. Include ACCMA review time of at least 7 days for each submittal. In the event ACCMA takes longer than 7 days to review a submittal, the 30 calendar day schedule will be increased by the equivalent number of days beyond the 7 days. No extensions will be given for submittals that are not approved, or for multiple submittals. Failure to meet the 30 calendar day schedule may result in termination of this Contract.

In addition to those items specified below, the Contractor shall submit photographs, graphs, instruction manuals, and any other necessary documents to fully describe the proposed Rugged Mobile Computer System.

10-2.4.1 CONTRACTOR SUPPLIED DATA AND DRAWINGS -- Documentation shall be submitted for each different Rugged Mobile Computer System configuration proposed, and shall include the following:

- Engineering drawings showing the materials proposed for each component of the Rugged Mobile Computer System, component dimensions and radius, coatings and finishes, fastening hardware, finished weight, etc.;
- Cabling diagrams identifying each conductor, signals associated with each conductor, connectors and connector shell types, number of pins, pin locations, spare conductors, and conductor colors;
- Layout drawings showing the location of each component to be installed in the vehicle;
- Installation drawings showing the proper placement and use of mounting hardware used to attach the computer etc.;
- Description of assembly techniques.

10-2.5 TESTING AND ACCEPTANCE

10-2.5.1 GENERAL -- The Contractor shall perform the tests described in this section for all Rugged Mobile Computer System unless otherwise stated.

Contractor shall furnish and maintain all test equipment for use during testing. The equipment used for testing shall be correctly calibrated. Upon request by the ACCMA Engineer, the Contractor shall provide documentation to substantiate the calibration status of test equipment. An ACCMA Engineer shall have the prerogative to witness factory demonstration tests and environmental tests if so desired. The Contractor shall notify the Engineer of the time, date and place of the test(s) at least 14 days prior to the date on which the test is planned. When an ACCMA Engineer has requested to witness testing, then such tests shall be conducted Monday through Friday between 8:00 a.m. and 5:00 p.m., unless otherwise approved by the Engineer. If,

in the opinion of the ACCMA Engineer, any equipment or system fails any part of a test, at the option of the Engineer, the entire test shall be repeated.

10-2.5.2 FACTORY DEMONSTRATION AND ACCEPTANCE TESTS -- The Vendor shall conduct a FDT of the computer equipment. The purpose of this test is to verify that the Rugged Mobile Computer System meets all the requirements of this document. This test must be successfully completed to ACCMA's satisfaction prior to beginning production. The FDT shall include communication between the ACCMA web server and a mobile computing device over an EDGE wireless communication link while in a moving vehicle. There will also be a test of GPS functionality.

The Contractor shall obtain Engineer's approval for the FDT no later than 15 days after receipt of the NTP, unless otherwise stated. Include ACCMA review time of at least 5 days for each submittal. In the event ACCMA takes longer than 5 days to review a submittal, the 7 day schedule will be increased by the equivalent number of days beyond the 5 days. No extensions will be given for submittals that are not approved, or for multiple submittals. Failure to meet the 15 day schedule may result in termination of this Contract.

10-2.5.3 FINAL ACCEPTANCE TESTING -- The Contractor shall coordinate with ACCMA after installation to conduct final testing and acceptance of the installed hardware and software. Any variance from requirements must be corrected in a timely fashion.

10-2.6 SHIPPING AND INSTALLATION

10-2.6.1 GENERAL -- The Contractor shall be responsible for all shipments of equipment.

The Contractor shall schedule installation activities with the Fire Departments and meet the Fire Departments' scheduling needs. The Contractor shall also coordinate with ACCMA to confirm timelines for installations and to alert ACCMA of any missed schedules or rescheduled installations. No additional payment will be made for any missed schedules by the Contractor.

The Contractor shall install the equipment sequentially for each fire department before moving to the next fire department. The schedule shall be approved by each fire department and ACCMA prior to any installation activity by the Contractor.

10-2.6.2 PACKAGING AND SHIPPING -- Each container of the shipment shall be clearly labeled with the serial number of the Rugged Mobile Computer System to which the container of components belongs to allow for clear identification when received. All components associated with each mobile computing device shall be readily identifiable upon receipt.

Containers used for shipment shall be constructed to completely encase all items contained therein, including any materials used for padding or packing.

10-2.6.3 ON-SITE INSTALLATION -- The Contractor shall be responsible for properly and securely installing the external modem and antenna, cabling, and power supply.

The electrical power to all installed devices shall be fused, without any exposed wiring or a connection to the vehicle's accessory outlet.

The equipment must be designed to withstand the demands of an emergency response vehicle environment. The mounts must securely hold in place the laptop computer, remote monitor, and remote keyboard under all operational conditions without loss of function, power, or connectivity to the external modem.

The Contractor shall install the remote monitor and keyboard for those vehicles specified by the Fire Departments. Not all vehicles will be equipped with the remote units. The remote monitor and keyboard will be paid separately based on the contract unit price.

10-2.7 TRAINING -- The Contractor shall conduct a maintenance training session for at least 15 ACCMA staff and partner agencies.

The training session shall include the following components:

- The training session will be scheduled at ACCMA facilities, located in the Bay area.
- Instructors shall have previous classroom experience and shall be proficient and knowledgeable in the subject being taught.
- Each attendee shall receive a handout of lecture notes and a copy of each manual discussed in the training.
- The Contractor will be responsible for providing labor, materials, audio-visual equipment and incidentals associated with the training course.

10-2.8 DOCUMENTATION -- The Contractor shall provide block diagrams, schematics, line drawings and descriptive text sufficient to allow a technician of average skill to diagnose, repair, and maintain the equipment and its components.

Software documentation shall include explanations of how operations are related to remote and local commands; all program source-codes in both printed and machine-readable form, detailed memory maps, and detailed communications protocol documentation.

Computer-generated text shall be printed in 12-point Arial font or larger, using laser-printed quality unless otherwise approved by ACCMA in advance. ACCMA shall have the right to reproduce any material for ACCMA educational and maintenance purposes only.

One complete set of Rugged Mobile Computer System documentation shall be delivered to ACCMA within thirty (30) days of contract award.

One complete set of Rugged Mobile Computer System documentation shall also be shipped with each delivered unit.

One complete set of Rugged Mobile Computer System documentation shall be supplied to each person attending each training session.

One complete set of documentation shall be provided to ACCMA on CD-ROM that covers all Rugged Mobile Computer System delivered including any variations.

10-2.9 WARRANTY REQUIREMENTS -- All Rugged Mobile Computer System shall be warranted against all defects in materials and workmanship for a minimum of one year from the date of acceptance following installation and testing by the Contractor, as recorded by ACCMA.

The Contractor shall warrant that all items furnished conform to the requirements of this contract and are free from defects in design, materials, and workmanship.

In the event of a malfunction during the warranty period, the defective component, subassembly, or auxiliary device, the Contractor shall ship a working replacement for delivery to the ACCMA within five working days. The ACCMA will be responsible for replacing the defective part and shipping it to the Contractor. The Contractor may elect to repair the failed component and ship it back to the ACCMA, where, the ACCMA will reinstall the repaired component and return the replaced component to the Contractor.

Any component of equipment that, in the opinion of the Engineer, fails three times prior to the expiration of the warranty, shall be judged as unsuitable and shall be replaced by the Contractor with a new component of the same type at no cost to ACCMA. The unsuitable component shall be permanently removed from the project.

The Contractor shall correct all design defects inherent in the equipment.

The Contractor shall provide unlimited technical service and support via telephone during between the hours of 7:00 AM and 3:00 PM, PST.

10-2.10 INTELLECTUAL PROPERTY RIGHTS -- The ACCMA shall own all hardware procured under this agreement.

The Contractor shall be capable of demonstrating to ACCMA, with twenty-four hours written notice, that the Contractor owns suitable licenses or intellectual property rights to perform in accordance with this contract. Acquiring and maintaining such required intellectual property rights (if any) shall be the sole responsibility of the Contractor.

The Contractor shall indemnify, hold harmless and defend the ACCMA from any intellectual property disputes including but not limited to copyright and patent infringement, which may arise in connection with this contract.

10-2.11 COORDINATION -- The Contractor shall coordinate with the Fire Departments and ACCMA to deliver the equipment, assist with the installation of the equipment and observe the testing and system acceptance of the unit.

The Contractor shall assist the Telecommunication Service Provider (Cingular) to establish and test wireless connectivity between computers and the ACCMA web server.

10-2.12 MEASUREMENT -- Furnish Rugged Mobile Computer Equipment shall be measured by the each.

10-2.13 BASIS OF PAYMENT -- The unit price bid to Furnish and Install Rugged Mobile Computer Equipment shall include full compensation for furnishing all labor, materials, tools, equipment, delivery, submittals, installation, testing, training, documentation, coordination, warranty, and incidentals as specified in these Technical Provisions or as directed by the Engineer.

The unit price bid for Furnish and Install Remote Monitor and Keyboard shall include full compensation for furnishing all labor, materials, tools, equipment, delivery, submittals, installation, testing, training, documentation, coordination, warranty, and incidentals as specified in these Technical Provisions or as directed by the Engineer.

Payment will be made according to the following milestones:

- 40% following receipt of order from ACCMA.
- 40% following installation and successful stand-alone testing
- 20% following installation and testing by ACCMA

SECTION 11. (BLANK)

SECTION 12 (BLANK)

SECTION 13. RELATIONS WITH RAILROAD

13-1.01 GENERAL – Procurement of permits and licenses shall conform to the requirements of Section 7-1.04, "Permits and Licenses," of the Standard Specifications and these Special Provisions.

No railroads are affected with this project.

SECTION 14. FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer," "SHA resident engineer," or "authorized representative of the SHA," such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture

Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture _____

2. Address of joint venture _____

3. Phone number of joint venture _____

4. Identify the firms which comprise the joint venture.

(The MBE partner must complete Schedule A.) _____

a. Describe the role of the MBE firm in the joint venture. _____

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: _____

5. Nature of the joint venture's business _____

6. Provide a copy of the joint venture agreement.

7. What is the claimed percentage of MBE ownership? _____

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).

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- a. Profit and loss sharing.
- b. Capital contributions, including equipment.
- c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions _____

b. Management decisions, such as:

1. Estimating _____

2. Marketing and sales _____

3. Hiring and firing of management personnel _____

4. Purchasing of major items or supplies _____

c. Supervision of field operations _____

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm

Signature

Name

Title

Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

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**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

(Exclusive of Appalachian Contracts)

			Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
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6. Selection of Labor: During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively

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administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit

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as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to

29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and

similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized

for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

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d. Have not within a 3-year period preceding this ap-

plication/proposal had one or more public transactions

(Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant

may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract,

grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women
(applies nationwide).....(percent) 6.9

The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

	Goal (Percent)
174 Redding, CA:	
Non-SMSA Counties	6.8
CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama.	
175 Eureka, CA:	
Non-SMSA Counties	6.6
CA Del Norte; CA Humboldt; CA Trinity.	
176 San Francisco-Oakland-San Jose, CA:	
SMSA Counties:	
7120 Salinas-Seaside- Monterey, CA.....	28.9
CA Monterey.	
7360 San Francisco-Oakland, CA.....	25.6
CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	
7400 San Jose, CA	19.6
CA Santa Clara.	
7485 Santa Cruz, CA.	14.9
CA Santa Cruz.	
7500 Santa Rosa, CA	9.1
CA Sonoma.	
8720 Vallejo-Fairfield- Napa, CA.....	17.1
CA Napa; CA Solano	
Non-SMSA Counties	23.2
CA Lake; CA Mendocino; CA San Benito.	

177 Sacramento, CA:

SMSA Counties:	
6920 Sacramento, CA.....	16.1
CA Placer; CA Sacramento; CA Yolo.	
Non-SMSA Counties.....	14.3
CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	

178 Stockton-Modesto, CA:

SMSA Counties:	
5170 Modesto, CA	12.3
CA Stanislaus.	
8120 Stockton, CA	24.3
CA San Joaquin.	
Non-SMSA Counties.....	19.8
CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne.	

179 Fresno-Bakersfield, CA:

SMSA Counties:	
0680 Bakersfield, CA	19.1
CA Kern.	
2840 Fresno, CA	26.1
CA Fresno.	
Non-SMSA Counties.....	23.6
CA Kings; CA Madera; CA Tulare.	

180 Los Angeles, CA:

SMSA Counties:	
0360 Anaheim-Santa Ana-Garden Grove, CA.	11.9
CA Orange.	
4480 Los Angeles-Long Beach, CA	28.3
CA Los Angeles.	
6000 Oxnard-Simi Valley- Ventura, CA	21.5
CA Ventura.	

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6780 Riverside-San Bernardino- Ontario, CA.....	19.0
CA Riverside; CA San Bernardino.	
7480 Santa Barbara-Santa Maria- Lompoc, CA	19.7
CA Santa Barbara.	
Non-SMSA Counties	24.6
CA Inyo; CA Mono; CA San Luis Obispo.	
181 San Diego, CA:	
SMSA Counties	
7320 San Diego, CA.	16.9
CA San Diego.	
Non-SMSA Counties	18.2
CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.

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FEDERAL REQUIREMENT TRAINING SPECIAL PROVISIONS

FEDERAL REQUIREMENT

TRAINING SPECIAL PROVISION. -- As

part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide on-the-job training to develop full journeymen in the types of trades or job classification involved.

The goal for the number of trainees or apprentices to be trained under the requirements of this special provision will be 0.

In the event the Contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees or apprentices are to be trained by the subcontractor, provided however, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The Contractor shall also ensure that this Training Special Provision is made applicable to such subcontract. Where feasible, 25 percent of trainees or apprentices in each occupation shall be in their first year of apprenticeship or training.

The number of trainees or apprentices shall be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing work, the Contractor shall submit to the Department for approval the number of trainees or apprentices to be trained in each selected classification and training program to be used. Furthermore, the Contractor shall specify the starting time for training in each of the classifications. The Contractor will be credited for each trainee or apprentice employed by him on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees or apprentices as provided hereinafter.

Training and upgrading of minorities and women toward journeymen status is a primary objective of this Training Special Provision. Accordingly, the Contractor shall make every effort to enroll minority and women trainees or apprentices (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees or apprentices) to the extent such persons are available within a reasonable area of recruitment. The Contractor will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee or apprentice in any classification in which he has successfully completed a training course leading to journeyman status or in which he has been employed as a journeyman. The Contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training program selected by the Contractor and approved by both the Department and the Federal Highway Administration. The Department and the Federal Highway Administration will approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with the State of California, Department of Industrial Relations, Division of Apprenticeship Standards recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts. Approval or acceptance of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training is permissible in lower level management positions such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications. Training in the laborer classification may be permitted provided that significant and meaningful training is provided and approved by the division office.

Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training. Except as otherwise noted below, the Contractor will be reimbursed 80 cents per hour of training given an employee on this contract in accordance with an approved training program. As approved by the Engineer, reimbursement will be made for training of persons in excess of the number specified herein.

This reimbursement will be made even though the Contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the Contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the Contractor where he does one or more of the following and the trainees or apprentices are concurrently employed on a Federal-aid project; contributes to the cost of the training, provides the instruction to the trainee or apprentice or pays the trainee's or apprentice's wages during the offsite training period.

No payment shall be made to the Contractor if either the failure to provide the required training, or the failure to hire the trainee or apprentice as a journeyman, is caused by the

Contractor and evidences a lack of good faith on the part of the Contractor in meeting the requirements of this Training Special Provision. It is normally expected that a trainee or apprentice will begin his training on the project as soon as feasible after start of work utilizing the skill involved and remain on the project as long as training opportunities exist in his work classification or until he has completed his training

program. It is not required that all trainees or apprentices be on board for the entire length of the contract. A Contractor will have fulfilled his responsibilities under this Training Special Provision if he has provided acceptable training to the number of trainees or apprentices specified. The number trained shall be determined on the basis of the total number enrolled on the contract for a significant period.

Only trainees or apprentices registered in a program approved by the State of California's State Administrator of Apprenticeship may be employed on the project and said trainees or apprentices shall be paid the standard wage specified under the regulations of the craft or trade at which they are employed.

The Contractor shall furnish the trainee or apprentice a copy of the program he will follow in providing the training. The Contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The Contractor will provide for the maintenance of records and furnish periodic reports documenting his performance under this Training Special Provision

**PROPOSAL TO THE BOARD OF THE ALAMEDA COUNTY
CONGESTION MANAGEMENT AGENCY
FOR RUGGED MOBILE COMPUTER SYSTEMS EQUIPMENT FOR THE
SMART CORRIDORS PROGRAM INCIDENT MANAGEMENT PROJECT
ACCMA Project Nos. 01-05
Federal Program Nos. CML-6273 (023)**

Name of Bidder: _____

Business Address: _____

City: _____ Zip Code _____ Phone: _____

Fax: _____

* * * * *

The work to be done and referenced to herein is to be procured in accordance with special provisions (including the payment of not less than the State general prevailing wages or Federal minimum wage rates referred to in the special provisions), the project plans described below, including any addenda thereto, the contract annexed hereto and also in accordance with the State Standard Specifications, Standard Plans and Standard Details of the Local Agencies, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, which are hereby specially referred to and by such reference made a part hereof.

The work to be done is specified in the Special Provisions entitled:

**TITLE: RUGGED MOBILE COMPUTER SYSTEMS
PROCUREMENT, INSTALLATION, AND TESTING
FOR THE SMART CORRIDORS PROGRAM INCIDENT
MANAGEMENT PROJECT
ACCMA Project Nos. 01-05
Federal Program Nos. CML-6273 (023)**

TO THE ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY BOARD

The undersigned, as bidder, does hereby declare that the only persons or parties interested in this proposal are the undersigned and this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes and agrees, if this proposal is accepted, that he will contract with the Alameda County Congestion Management Agency, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction and to do all the work and furnish all the materials specified in the contract, in the manner and the time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefor the amounts shown on the following unit price schedule, to wit:

BID SHEET

RUGGED MOBILE COMPUTER SYSTEM EQUIPMENT PROCUREMENT, INSTALLATION AND TESTING SMART CORRIDORS PROGRAM INCIDENT MANAGEMENT PROJECT

Project Nos. 01-05

Federal Program No. CML-6273 (023)

ITEM NO.	ITEM DESCRIPTION	APPROX QTY	UNIT	UNIT PRICE	TOTAL (In Figures)
1	Furnish and Install Rugged Mobile Computer Systems Equipment	21	EA		
2	Furnish and Intall Remote Monitor and Keyboard	10	EA		

BIDDER _____

BID TOTAL _____

Note: Bid Prices shall include Tax, License, shipping, warranty, installation, software, testing and all other incidentals.

DIRECTIONS TO BIDDERS:

The following are directions to bidders by the Alameda County Congestion Management Agency and this proposal is made with reference to them:

Bids are required for the entire work. The amount of the bid, for comparison purposes and selection of the bidder will be based on the selection criteria shown elsewhere in these specials.

The bidder shall set forth for each item of work, in clearly legible figures, an item price and a total for the item in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for the item.

In case of discrepancy between the item price and the total set forth for the item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or in the case of unit basis items, is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

- (1) As to lump sum items, the amount set forth in the "Total" column shall be the item price.
- (2) As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

All questions concerning bids are to go to the Deputy Director designated on the cover of the Specifications and any changes to the Contract Documents shall be made by addendum.

The bidder's attention is directed to Section 2, "Proposal Requirements and Conditions," of these special provisions regarding submittal of proposal on ACCMA furnished forms.

If this proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the two bonds in the sums to be determined as aforesaid, with surety satisfactory to the Alameda County Congestion Management Agency, within eight (8) days, not including Sundays and legal holidays, after the bidder has received notice from the Alameda County Congestion Management Agency that the contract has been awarded, the Alameda County Congestion Management Agency may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the Alameda County Congestion Management Agency.

LIST OF SUBCONTRACTORS

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, Required Listing of Proposed Subcontractors, of the Standard Specifications.

[illegible]

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____,
proposed subcontractor _____, hereby
certifies that he has _____, has not _____, participated in a previous contract or subcontract
subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or
11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of
the Office of Federal Contract Compliance, a Federal Government contracting or administering
agency, or the former President's Committee on Equal Employment Opportunity, all reports due
under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
does not have a proposed debarment pending; and
has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
6. Congressional District, if known Federal Department/Agency:		7. Congressional District, if known Federal Program Name/Description:
8. Federal Action Number, if known:	9. CFDA Number, if applicable _____ Award Amount, if known:	
10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)	
(attach Continuation Sheet(s) if necessary)		
11. Amount of Payment (check all that apply) <input type="checkbox"/> actual <input type="checkbox"/> planned <input type="checkbox"/> a. retainer	13. Type of Payment (check all that apply) <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____	14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) if necessary)	
15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	
Federal Use Only: Authorized for Local Reproduction Standard Form - LLL		

Standard Form LLL Rev. 09-12-97

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SF-LLL-Instructions Rev. 06-04-90

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of the Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code.) By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required under Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: _____

Sign



Here

Signature and Title of Bidder

Business Address _____

Place of Business _____

Place of Residence _____

LOCAL AGENCY BIDDER - DBE - INFORMATION

This information may be submitted with your bid proposal. If it is not, and you are the apparent top ranked bidder or the second or third ranked bidder, it must be submitted and received as specified in Section 2-1.02B of the Special Provisions. Failure to submit the required DBE information will be grounds for finding the proposal nonresponsive.

CO.-RTE.-K.P.: ALAMEDA County, VARIOUS, N.A.

CONTRACT NO.: _____

BID AMOUNT: \$ _____

BID OPENING DATE: February 22, 2005

BIDDER'S NAME: _____

DBE GOAL FROM CONTRACT: 0%

DBE PRIME CONTRACTOR CERTIFICATION ¹: _____

CONTRACT ITEM NO.	ITEM OF WORK AND DESCRIPTION OR SERVICES TO BE SUBCONTRACTED OR MATERIALS TO BE PROVIDED ²	DBE CERT. NO.	NAME OF DBEs (Must be certified on the date bids are opened - include DBE address and phone number)	DOLLAR AMOUNT DBE ³
<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Copies of the DBE quotes are required. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed above shall be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid pursuant to the Subcontractors Listing Law and Section 2-1.01, "General," of the Special Provisions.</p> <p>1. DBE prime contractors shall enter their DBE certification number. DBE prime contractors shall indicate all work to be performed by DBEs including work performed by its own forces.</p> <p>2. If 100% of item is not to be performed or furnished by DBE, describe exact portion of item to be performed or furnished by DBE.</p> <p>3. See Section 2-1.02, "Disadvantaged Business Enterprise," to determine the credit allowed for DBE firms.</p>			Total Claimed Participation	\$ _____ _____ %
			_____ Signature of Bidder	
			_____ Date (Area Code) Tel. No.	
			_____ Person to Contact (Please Type or Print)	

CT Bidder - DBE Information (Rev 09-28-99)

DBE INFORMATION—GOOD FAITH EFFORTS

Federal-aid Project No. CML-6273 (023) Bid Opening Date FEBRUARY 22, 2005

The Alameda County Congestion Management Agency established a Disadvantaged Business Enterprise (DBE) goal of 0 % for this project. The information provided herein shows that adequate good faith efforts were made.

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

<u>Publications</u>	<u>Dates of Advertisement</u>
---------------------	-------------------------------

- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

<u>Names of DBEs Solicited</u>	<u>Date of Initial Solicitation</u>	<u>Follow Up Methods and Dates</u>
------------------------------------	---	--

- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE firms.

<u>Items of Work</u>	<u>Breakdown of Items</u>
----------------------	---------------------------

- D. The names, addresses and phone numbers of rejected DBE firms, the reasons for the bidder's rejection of the DBEs, and the firms selected for that work (please attach copies of quotes from the firms involved):

Names, addresses and phone numbers of rejected DBEs and the reasons for the bidder's rejection of the DBEs:

Names, addresses and phone numbers of firms selected for the work above:

- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs:

- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.

- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.).

Name of Agency/Organization	Method/Date of Contact	Results
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- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

INSURANCE FORMS INSTRUCTIONS

FOR ITEMS 3, 4, 5 AND 6, THE FORMS PROVIDED BY THE ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY MUST BE USED. FORMS OTHER THAN THESE WILL NOT BE ACCEPTED.

ALL DOCUMENTS MUST BE ORIGINALS - SUBMIT IN TRIPLICATE

1. Insurance Agreement - **Must** be signed by Contractor.
2. Certificate of Insurance to the Alameda County Congestion Management Agency - **must** be completed by the insurance agent or **must** provide a certificate on the company's form. They **must** contain the same information.
3. Endorsement of Primary Insurance - **must** be signed by the insurance agent for general liability and automobile liability only.
4. Additional insured endorsement - **must** be signed by the insurance agent for general liability and automobile liability only.
5. Comprehensive general liability/commercial general liability endorsement of aggregate limits of insurance per project - **must** be signed by the insurance agent for general liability only.
6. Waiver of subrogation endorsement worker's compensation insurance - **must** be signed by the insurance agent for worker's compensation only.
7. Notice of policy cancellation endorsement - **must** be signed by the insurance agent or **must** be on the company's certificate of insurance form for all insurances.

INSURANCE AGREEMENT

- A. Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this Contract.
- B. Contractor and all subcontractors will carry worker's compensation insurance for the protection of its employees during the progress of the work. The insurer shall waive its rights of subrogation against the Alameda County Congestion Management Agency (ACCMA), the ACCMA's officers, agents and employees, all public agencies from whom permits will be obtained and their directors, officers, engineers, agents and employees and shall issue an endorsement to the policy evidencing same.
- C. Contractor shall carry at all times, on all operations hereunder, commercial or comprehensive general liability insurance, automobile liability insurance and builder's all risk insurance. All insurance coverage shall be in amounts required by the ACCMA and shall be evidenced by the issuance of a certificate in a form prescribed by the ACCMA and shall be underwritten by insurance companies satisfactory to the ACCMA for all operations, sub-contract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles. Said insurance coverage obtained by the Contractor, excepting worker's compensation coverage, shall name the ACCMA, its engineer, and each of its directors, officers, agents and employees, all public agencies from whom permits will be obtained and their directors, officers, engineers, agents and employees as determined by the ACCMA, as additional insureds on said policies. Insurers must be licensed to do business in the State of California. The Insurers must also have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the current Best's Guide Rating.
- D. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled or modified without thirty (30) days written notice to the ACCMA. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of the ACCMA by Contractor under this Contract and for the duration of the warranty period. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted in California and having a Best's Guide Rating of A, Class XI or better.

Worker's Compensation Liability

In accordance with the Worker's Compensation Act of the State of California - \$1,000,000 for all employees to be engaged in work

Public Liability - either commercial general liability or comprehensive general liability; including provisions for contractual liability, personal injury, independent contractors and property damage coverages.

\$2,000,000 per occurrence for bodily injury, personal injury and property damage.

Automobile Liability – comprehensive covering owned, non-owned and hired automobiles.

Combined single limit of \$1.0 million per occurrence.

(Contractor's Name)

By:_____

Dated:_____ 20__

**CERTIFICATE OF INSURANCE TO THE
ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY**

This certifies to the Alameda County Congestion Management Agency that the following described policies have been issued to the insured named below and are in force at this time.

Insured: _____

Address: _____

Description of operations/locations/products insured (SMART Corridors Program):

=====

WORKER'S COMPENSATION

* Statutory Min.

* Employer's
Liability

(name of insurer)

\$ _____ \$ _____ \$ _____

Insurance Company's State License No.

=====

Check Policy Type:

Each Occurrence

\$ _____

COMPREHENSIVE GENERAL LIABILITY

☐ Premises/Operations

General Aggregate
(if applicable)

\$ _____

☐ Owners & Contractors
Protective

Aggregate

\$ _____

☐ Contractual for Specific
Contract

Personal Injury

\$ _____

☐ Products Liability

☐ XCU Hazards

☐ Broad Form P.D.

Fire Damage (any one fire)

\$ _____

☐ Severability of Interest
Clause

☐ Personal Injury with
Employee Exclusion Removed

Medical Expense
(any one person)

\$ _____

or

Self-Insured

COMMERCIAL GENERAL LIABILITY

Retention

\$ _____

(name of insurer)

Policy No. _____

Expiration Date _____

AUTOMOTIVE/VEHICLE LIABILITY	BODILY INJURY	PROPERTY DAMAGE
Commercial Form	Each Person	Each Accident
Liability Coverage	\$ _____	\$ _____
	Each Accident	

(name of insurer)	\$ _____	or
	Combined Single Limit	\$ _____
Policy No. _____	Expiration Date _____	
=====		
_____	A copy of all Endorsements to the policy(ies) which in any way	
(agent's initial)	limit the above-listed types of coverage are attached to this	
Certificate of Insurance.		
<p>This Certificate of Insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or any other document with respect to which this Certificate of Insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.</p>		
<p>IT IS HEREBY CERTIFIED that the above policy(ies) provide liability insurance as required by the Agreement between the City and the insured.</p>		
By: _____	Dated: _____ 20__	
Attach Certificate of Insurance and Additional Insured Endorsement on company forms.		

ENDORSEMENT OF PRIMARY INSURANCE

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

The insurance afforded by this policy is primary insurance, and no additional insurance held or owned by the designated additional insured(s) shall be called upon to cover a loss under said additional policy.

POLICY INFORMATION

1. Insurance Company: _____
2. Insurance Policy Number: _____
3. Effective Date of this Endorsement: _____, 20____
4. Insured: _____

All notices herein provided to be given by the Insurance Company to the ACCMA in connection with this policy and this Additional Insured Endorsement, shall be mailed to or delivered to the Alameda County Congestion Management Agency, 1330 Broadway, Suite 220, Oakland, CA 94612.

I, _____ (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: _____
(Original signature required on all Endorsements furnished to the District)

Name of Agent/Agency: _____ Title: _____

Address: _____ Telephone: _____

_____ Facsimile: _____

ADDITIONAL INSURED ENDORSEMENT

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

The Alameda County Congestion Management Agency ("ACCMA") and its directors, officers, engineers, agents and employees, and all public agencies from whom permits will be obtained and their directors, officers, engineers, agents and employees are hereby declared to be additional insureds under the terms of this policy, but only with respect to the operations of the Contractor at or upon any of the premises of the ACCMA in connection with the Contract with the ACCMA, or acts or omissions of the additional insureds in connection with, but limited to its general supervision or inspection of said operations.

POLICY INFORMATION

1. Insurance Company: _____
2. Insurance Policy Number: _____
3. Effective Date of this Endorsement: _____ 20__
4. Insured: _____

All notices herein provided to be given by the Insurance Company to the ACCMA in connection with this policy and this Additional Insured Endorsement, shall be mailed to or delivered to the Alameda County Congestion Management Agency, 1330 Broadway, Suite 220, Oakland, CA 94612.

I, _____ (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: _____
(Original signature required on all Endorsements furnished to the District)

Names of
Agent/Agency: _____ Title: _____
Address: _____ Telephone: _____
_____ Facsimile: _____

**COMPREHENSIVE GENERAL LIABILITY
COMMERCIAL GENERAL LIABILITY
ENDORSEMENT OF AGGREGATE LIMITS OF INSURANCE PER PROJECT**

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

This Endorsement modifies the insurance provided under the General Liability Coverage part of the below-referenced policy of insurance.

The general aggregate limit under LIMITS OF INSURANCE applies separately to the project described as **RUGGED MOBILE COMPUTER SYSTEM FOR THE SMART CORRIDORS PROGRAM**

POLICY INFORMATION

1. Insurance Company:_____
2. Insurance Policy Number:_____
3. Effective Date of this Endorsement:_____20____
4. Insured:_____
5. Additional Insured: Alameda County Congestion Management Agency, its directors, officers, agents and employees, all public agencies from whom permits will be obtained and their directors, officers, engineers, agents and employees.

All notices herein provided to be given by the Insurance Company to the ACCMA in connection with this policy and this Additional Insured Endorsement, shall be mailed to or delivered to the Alameda County Congestion Management Agency, 1330 Broadway, Suite 220, Oakland, CA 94612.

I, _____(print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative:_____
(Original signature required on all Endorsements furnished to the District)

Names of		
Agent/Agency:	_____	Title:_____
Address:	_____	Telephone: _____
	_____	Facsimile: _____

**WAIVER OF SUBROGATION ENDORSEMENT
WORKER'S COMPENSATION INSURANCE**

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

It is agreed that with respect to such insurance as is afforded by the policy, the Insurance Company waives any right of subrogation it may require against the Alameda County Congestion Management Agency, and each of its directors, officers, agents, consultants and employees, all public agencies from whom permits will be obtained and their directors, officers, engineers, agents and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the above-referenced Contract.

POLICY INFORMATION

1. Insurance Company:_____
2. Insurance Policy Number:_____
3. Effective Date of this Endorsement:_____20____
4. Insured:_____

All notices herein provided to be given by the Insurance Company to the ACCMA in connection with this policy and this Additional Insured Endorsement, shall be mailed to or delivered to the Alameda County Congestion Management Agency, 1330 Broadway, Suite 220, Oakland, CA 94612.

I, _____(print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative:_____
(Original signature required on all Endorsements furnished to the District)

Names of
Agent/Agency:_____ Title:_____

Address:_____ Telephone: _____

_____ Facsimile: _____

**NOTICE OF POLICY
CANCELLATION ENDORSEMENT**

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this Endorsement is attached or any other Endorsement attached thereto, it is agreed as follows:

Cancellation Notice. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits, or materially altered, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Alameda County Congestion Management Agency ("ACCMA"). Such notice shall be addressed to the ACCMA as indicated below.

POLICY INFORMATION

1. Insurance Company: _____
2. Insurance Policy Number: _____
3. Effective Date of this Endorsement: _____ 20____
4. Insured: _____

All notices herein provided to be given by the Insurance Company to the ACCMA in connection with this policy and this Additional Insured Endorsement, shall be mailed to or delivered to the Alameda County Congestion Management Agency, 1330 Broadway, Suite 220, Oakland, CA 94612.

I, _____ (print/type name)
warrant that I have authority to bind the below listed Insurance Company and by my signature hereon do so bind this Company.

Signature of Authorized Representative: _____
(Original signature required on all Endorsements furnished to the District)

Names of
Agent/Agency: _____ Title: _____

Address: _____ Telephone: _____
_____ Facsimile: _____

CONTRACT

THIS CONTRACT, dated for convenience this ____ day of _____, 2005, by and between _____ hereinafter referred to as "Contractor", and the ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY, a joint powers agency, hereinafter referred to as "ACCMA",

WITNESSETH:

That for and in consideration of the promises and agreements hereinafter made and exchanged the ACCMA and the Contractor agree as follows:

Contractor will furnish the necessary labor, materials, tools, and equipment and perform, to the satisfaction of ACCMA, all the work required for

RUGGED MOBILE COMPUTER SYSTEMS EQUIPMENT PROCUREMENT, INSTALLATION, AND TESTING FOR THE SMART CORRIDORS PROGRAM INCIDENT MANAGEMENT PROJECT

Project Nos.: 01-05

Federal Program Nos.: CML-6273(023)

in accordance with the plans and special provisions for said project, and also in accordance with the Standard Specifications dated July 2002 and Standard Plans dated July 2002 of the California Department of Transportation, and the proposal of said Contractor filed in the office of said ACCMA Board Secretary on _____, which plans, special provisions, standard specifications, standard plans, standard details, and proposal are hereby referred to for further particulars and by such reference made a part hereof.

In the performance of the work, and the furnishing of labor in connection therewith, it is understood and agreed that all of the rights, duties, and obligations imposed upon Contractor by Division 2, Part 7, Chapter 1 of the Labor Code of the State of California (Sections 1720 to 1861) shall be applicable.

For convenience only and not to limit the application of the aforesaid State Labor Code provisions, the following of said provisions have particular application:

Article 1 - "Scope and Operation" (1720-1740)

Article 2 - "Wages" (1770-1780)

Article 3 - "Working Hours" (1810-1815)

Article 5 - "Securing Worker's Compensation" (1860-1861)

The improvement contemplated in the performance of this contract is an improvement over which the State of California shall exercise general supervision. The State of California, therefore, shall have the right to assume full and direct control over this contract whenever the State of California, at its sole discretion, shall determine that its responsibility to the United States is so required.

The Contractor shall carry Workers' Compensation insurance and require all subcontractors to carry Workers' Compensation insurance as required by Section 3700 of the Labor Code of the State of California.

The Contractor and his subcontractors shall pay their employees not less than the minimum prevailing wage rates predetermined by the Director of the Department of Industrial Relations, which rates are filed in the Office of said ACCMA Board Secretary, incorporated herein by this reference and made a part hereof, to the extent such minimum prevailing wage rates are applicable to the work performed under this Contract.

The ACCMA shall pay to Contractor the price or prices stated, specified and set forth in the bid or bids of Contractor. Payments shall be made by ACCMA to Contractor in progress payments in amounts and at the time set forth in said specifications.

IN WITNESS WHEREOF, the said Contractor has executed this contract, and the Alameda County Congestion Management Agency, by and through its Executive Director, so authorized to act, has caused the same to be executed.

(Print/Type Company Name)

(Print/Type Name of Company Official)

Signature of Company Official

ALAMEDA COUNTY CONGESTION MANAGEMENT AGENCY

APPROVED AS TO FORM:

BY:

Wendel, Rosen, Black & Dean, LLP
Legal Counsel to ACCMA

Dennis Fay
Executive Director

ATTEST

Christina Muller
ACCMA Board Secretary

Bond No. _____

ACCMA Project Nos. 01-05
Federal Nos. CML-6273 (023)

CONTRACT BOND
(Labor and Materials)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Alameda County Congestion Management Agency, a joint powers agency, hereinafter designated "ACCMA" and _____ hereinafter designated "Principal", have entered into, each with the other, a contract dated _____, which contract was authorized to be executed for and on behalf of said ACCMA by order of the ACCMA Board, and which contract is on file in the office of the Alameda County Congestion Management Agency Board Secretary, reference to which is hereby made, and which is hereby incorporated herein and made a part hereof, and

WHEREAS, said Principal has agreed and is obligated by the terms of said contract to do and perform certain work and to discharge and perform and carry out certain other obligations in said contract in accordance with the terms and provisions of said contract, with the plans and specifications adopted therefor and incorporated therein and now on file with and in the office of the ACCMA Board Secretary, and with all applicable ordinances, rules, and regulations of the ACCMA, and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the payment for labor performed and materials furnished for the aforesaid work and for amounts due under the Unemployment Insurance Act of the State of California with respect to such work,

NOW THEREFORE, we, said Principal, as Principal, and _____, a corporation, duly organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound to all persons furnishing any materials or supplies used in, upon, for, or about the performance of the aforesaid work under the aforesaid contract, and all persons performing any work or labor of any kind thereon, and all persons entitled to receive any sums of money due under the Unemployment Insurance Act of the State of California with respect to such work or labor, and all other persons, if any, entitled to file claims under Title 15 (commencing with Section 3082), Part 4, Division 3, of the Civil Code of the State of California with respect to such materials, supplies, work, or labor, said persons collectively referred to hereinafter as "Obligees", in the sum of _____ (\$ _____), lawful money of the United States of America, to be paid to said Obligees, for the payment of which sum well and truly to be made we and each of us bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if said principal or his subcontractors shall fail to pay for any materials or supplies used in, upon for or about the performance of the aforesaid work under the aforesaid contract or for any work or labor of any kind thereon, or for any sums of money due under the Unemployment Insurance Act of the State of California with respect to such work or labor, or for any sums of money due persons entitled to file claims under Title 15 (commencing with Section 3082), Part 4, Division 3, of the Civil Code of the State of California with respect to such materials, supplies, work, or labor, the aforesaid Surety will pay the same in an amount not to exceed the sum of this bond specified above.

Bond No. _____

ACCMA Project Nos. 01-05
Federal Nos. CML-6273 (023)

CONTRACT BOND
(Faithful Performance)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Alameda County Congestion Management Agency, a joint powers agency, hereinafter designated "Obligee", and _____, hereinafter designated "Principal", have entered into, each with the other, a contract dated _____, which contract was authorized to be executed for and on behalf of said Obligee by order of the ACCMA Board, and which contract is on file in the office of the Board Secretary of the Alameda County Congestion Management Agency, reference to which is hereby made, and which is hereby incorporated herein and made a part hereof, and

WHEREAS, said Principal has agreed and is obligated by the terms of said contract to do and perform certain work and to discharge and perform and carry out certain other obligations in said contract in accordance with the terms and provisions of said contract, with the plans and specifications adopted therefor and incorporated therein and now on file with and in the office of the Board Secretary of the Alameda County Congestion Management Agency, and with all applicable ordinances, rules and regulations of the Alameda County Congestion Management Agency, and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for faithful performance of said contract,

NOW THEREFORE, we, said Principal, as Principal, and _____, a corporation, duly organized and existing under the laws of the State of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound to said Obligee in the sum of (\$ _____), lawful money of the United States of America, to be paid to said Obligee, for the payment of which sum well and truly to be made we and each of us bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above-bounden Principal, or his successors or assigns, shall in all things stand to and abide by and well and truly keep and perform each and all of the covenants, terms, conditions, and obligations in said contract on the Principal's part to be kept and performed, and any and all alterations thereof made as therein provided, at the time and in the manner therein specified, and shall release, defend, hold harmless, and indemnify Obligee and its officers, employees, and agents as therein specified, then this obligation shall be reduced to an amount equivalent to ten percent (10%) of the original value of the bond which amount shall warrant and guarantee the work for a period of one year from the date of acceptance of the work.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the plans and specifications accompanying the same shall in any wise affect its obligation on this bond, and it hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work or to the plans and specifications.

Surety, by the execution of this bond, represents and warrants that this bond has also been duly executed by said Principal with proper authority, and Surety hereby waives any

FEDERAL MINIMUM WAGE RATES

GENERAL DECISION: **CA20030029** 01/14/2005 CA29

Date: January 14, 2005

General Decision Number: **CA20030029** 01/14/2005

Superseded General Decision Number: CA020029

State: California

Construction Types: Building, Heavy (Heavy, and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	06/13/2003
1	01/16/2004
2	02/13/2004
3	02/20/2004
4	03/19/2004
5	05/07/2004
6	07/02/2004
7	08/06/2004
8	08/13/2004
9	08/27/2004
10	09/03/2004
11	10/29/2004
12	12/03/2004
13	12/17/2004
14	01/14/2005

ASBE0016-004 07/01/2004

	Rates	Fringes
Asbestos Removal worker/hazardous material handler Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not		
AREA 1.....	\$ 26.15	4.17
AREA 2.....	\$ 24.91	4.17

AREA DESCRIPTIONS

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND
SANTA CLARA COUNTIES

AREA 2: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED,
MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS
AND TUOLUMNE COUNTIES

* BOIL0549-001 10/01/2004

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN FRANCISCO, SAN
MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
Boilermaker		
Area 1.....	\$ 35.09	15.61
Area 2.....	\$ 34.59	15.61

* BRCA0003-001 12/01/2004

	Rates	Fringes
Marble Finisher.....	\$ 25.62	8.87

BRCA0003-003 08/01/2004

	Rates	Fringes
Marble mason.....	\$ 37.79	12.86

BRCA0003-005 07/01/2004

	Rates	Fringes
Bricklayer		
Alameda, Contra Costa, San		
Benito, Santa Clara.....	\$ 31.52	13.43
Calaveras, San Joaquin,		
Stanislaus, Toulumne.....	\$ 27.50	12.00
Fresno, Kings, Madera,		
Mariposa, Merced.....	\$ 26.70	12.80
Monterey, Santa Cruz.....	\$ 29.33	14.83
San Francisco, San Mateo....	\$ 32.70	14.25

BRCA0003-008 07/01/2004

	Rates	Fringes
Terrazzo Finisher.....	\$ 18.87	8.06
Terrazzo Worker.....	\$ 33.80	11.50

BRCA0003-011 04/01/2004

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San
Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

	Rates	Fringes
Tile Finisher		
Area 1.....	\$ 18.87	8.06
Area 2.....	\$ 18.69	8.19
Area 3.....	\$ 18.38	7.39
Tile Layer		
Area 1.....	\$ 35.09	9.29
Area 2.....	\$ 30.89	9.64
Area 3.....	\$ 26.28	8.64

CARP0022-001 08/01/2004

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1.....	\$ 31.25	14.085
Area 2.....	\$ 25.37	14.085
Area 3.....	\$ 24.52	14.085
Drywall Stocker/Scraper		
Area 1.....	\$ 15.63	8.475
Area 2.....	\$ 12.69	8.475
Area 3.....	\$ 12.26	8.475

CARP0034-001 07/01/2004

	Rates	Fringes
Diver		
Diver standby.....	\$ 33.89	17.175
Diver Tender.....	\$ 32.89	17.175
Diver wet.....	\$ 67.78	17.175

DEPTH PAY (Surface Diving):
050 to 100 ft \$2.00 per foot
101 to 150 ft \$3.00 per foot
151 to 220 ft \$4.00 per foot

SATURATION DIVING RATES:

Standby rate shall apply until saturation starts. Once under pressure, the rate will be 6 time the Diver's 8 hour minimum standby rate (24 times straight time Diver pay rate); plus applicable rate for depth or pressure.

CARP0034-003 07/01/2004

	Rates	Fringes
Piledriver.....	\$ 29.90	17.175

CARP0035-002 07/01/2004		

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Carpenters:		
AREA 1:		
(1) Carpenter.....	\$ 31.25	13.645
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 31.40	13.645
(3) Bridge Builder.....	\$ 31.25	13.645
(4) Millwright.....	\$ 31.35	14.985
AREA 2: PROJECTS		
\$50,000,000 & OVER		
(1) Carpenter.....	\$ 28.87	13.645
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 29.02	13.645
(3) Bridge Builder.....	\$ 31.25	13.645
(4) Millwright.....	\$ 31.35	14.985
AREA 2: PROJECTS UNDER		
\$50,000,000		
(1) Carpenter.....	\$ 25.37	13.645
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 25.52	13.645
(3) Bridge Builder.....	\$ 31.25	13.645
(4) Millwright.....	\$ 27.87	14.985
AREA 3: PROJECTS		
\$50,000,000 & OVER		
(1) Carpenter.....	\$ 27.52	13.645
(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 27.67	13.645
(3) Bridge Builder.....	\$ 31.25	13.645
(4) Millwright.....	\$ 30.02	14.985
AREA 3: PROJECTS UNDER		
\$50,000,000		
(1) Carpenter.....	\$ 24.02	13.645

(2) Hardwood Floorlayer; Shingler; Power Saw Operator; Steel Scaffold & Steel Shoring Erector; Saw Filer.....	\$ 24.17	13.645
(3) Bridge Builder.....	\$ 31.25	13.645
(4) Millwright.....	\$ 26.52	14.985

CARP0035-007 07/01/2004

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1.....	\$ 15.75	9.485
Installer I.....	\$ 19.18	9.485
Installer II.....	\$ 15.75	9.485
Lead installer.....	\$ 22.63	9.985
Master Installer.....	\$ 26.85	9.985
Area 2.....	\$ 13.58	9.485
Installer I.....	\$ 16.53	9.485
Installer II.....	\$ 13.58	9.485
Lead Installer.....	\$ 19.50	9.985
Master Installer.....	\$ 23.13	9.985
Area 3.....	\$ 12.81	9.485
Installer I.....	\$ 15.58	9.485
Installer II.....	\$ 12.81	9.485
Lead Installer.....	\$ 18.38	9.985
Master Installer.....	\$ 21.80	9.985

ELEC0006-001 12/01/2003

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications Installer.....	\$ 24.57	3%+7.95
Sound & Communications Technician.....	\$ 27.98	3%+7.95

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are

installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2004

SAN FRANCISCO COUNTY

	Rates	Fringes
Electrician.....	\$ 45.55	3%+14.685

ELEC0006-008 12/01/1999

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND
TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Sound & Communications		
Installer.....	\$ 18.72	3%+4.10
Sound & Communications		
Technician.....	\$ 21.31	3%+4.10

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0100-002 06/01/2004

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Electrician.....	\$ 27.10	3%+10.85

ELEC0100-005 01/07/2004		

FRESNO, KINGS, MADERA AND TULARE COUNTIES

	Rates	Fringes
Communications and Systems Installer.....	\$ 21.47	3%+7.95

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

Background foreground music Intercom and telephone interconnect systems Telephone systems Nurse call systems Radio page systems School intercom and sound systems Burglar alarm systems Low voltage master clock systems Multi-media/multiplex systems Sound and musical entertainment systems RF systems Antennas and Wave Guide

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems VSAT Data Systems Data Communication Systems RF and Remote Control Systems Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition)

when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.
2. The conductors for the fire alarm system are installed in conduit.

* ELEC0234-001 12/27/2004

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
Electrician.....	\$ 33.21	3%+16.19

ELEC0302-001 06/01/2004

CONTRA COSTA COUNTY

	Rates	Fringes
Cable splicer.....	\$ 46.42	3%+13.15
Electrician.....	\$ 41.26	3%+13.15

ELEC0332-001 05/31/2004

SANTA CLARA COUNTY

	Rates	Fringes
Cable splicer.....	\$ 48.21	3%+14.57
Electrician.....	\$ 41.82	3%+14.57

FOOTNOTES: Work under compressed air or where gas masks are required, or work on ladders, scaffolds, stacks, "Bosun's chairs," or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay.
Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0595-001 06/01/2004

ALAMEDA COUNTY

	Rates	Fringes
Cable splicer.....	\$ 47.83	3.45%+16.15
Electrician.....	\$ 38.00	3.8%+17.40

ELEC0595-002 12/01/2004

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
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Electricians		
(1) Tunnel work.....	\$ 31.21	7.5%+16.96
(2) All other work.....	\$ 31.08	7.5%+16.96

ELEC0617-001 06/01/2004

SAN MATEO COUNTY

	Rates	Fringes
Electrician.....	\$ 43.50	3%+13.66

ELEC0684-001 01/01/2004

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Cable splicer.....	\$ 33.08	7%+10.40
Electrician.....	\$ 30.07	7%+10.40

ELEC1245-001 06/01/2004

	Rates	Fringes
Line Construction		
(1) Lineman; Cable splicer..	\$ 35.01	4%+8.93
(2) Equipment specialist		
(operates crawler		
tractors, commercial motor		
vehicles, backhoes,		
trenchers, cranes (50 tons		
and below), and overhead		
and underground		
distribution line		
equipment).....	\$ 29.76	4%+8.25
(3) Groundman.....	\$ 22.76	4%+8.25
(4) Powderman.....	\$ 33.27	4%+8.29

ELEV0008-001 08/01/2001

	Rates	Fringes
Elevator Mechanic.....	\$ 42.735	7.455

FOOTNOTE:

Vacation Pay: 8% with 5 or more years of service, 6% for 6 months to 5 years service.

Paid Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Friday after, and Christmas Day.

ENGI0003-005 06/16/2004

	Rates	Fringes
Power Equipment Operator		
AREA 1:		

GROUP 1.....	\$ 34.49	15.19
GROUP 2.....	\$ 32.96	15.19
GROUP 3.....	\$ 31.48	15.19
GROUP 4.....	\$ 30.10	15.19
GROUP 5.....	\$ 28.83	15.19
GROUP 6.....	\$ 27.51	15.19
GROUP 7.....	\$ 26.37	15.19
GROUP 8.....	\$ 25.23	15.19
GROUP 8-A.....	\$ 23.02	15.19
AREA 2:		
GROUP 1.....	\$ 36.49	15.19
GROUP 2.....	\$ 34.96	15.19
GROUP 3.....	\$ 33.48	15.19
GROUP 4.....	\$ 32.10	15.19
GROUP 5.....	\$ 30.83	15.19
GROUP 6.....	\$ 29.51	15.19
GROUP 7.....	\$ 28.37	15.19
GROUP 8.....	\$ 27.23	15.19
GROUP 8-A.....	\$ 25.02	15.19
Power Equipment Operators -		
All Cranes and Attachments:		
AREA 1: GROUP 1		
Cranes.....	\$ 35.37	15.19
Oiler.....	\$ 26.11	15.19
Truck crane oiler.....	\$ 28.40	15.19
AREA 1: GROUP 2		
Cranes.....	\$ 33.61	15.19
Oiler.....	\$ 25.90	15.19
Truck crane oiler.....	\$ 28.14	15.19
AREA 1: GROUP 3		
Cranes.....	\$ 31.87	15.19
Hydraulic.....	\$ 27.51	15.19
Oiler.....	\$ 25.62	15.19
Truck crane oiler.....	\$ 27.90	15.19
AREA 2: GROUP 1		
Cranes.....	\$ 37.37	15.19
Oiler.....	\$ 28.11	15.19
Truck crane oiler.....	\$ 30.40	15.19
AREA 2: GROUP 2		
Cranes.....	\$ 35.61	15.19
Oiler.....	\$ 27.90	15.19
Truck crane oiler.....	\$ 30.14	15.19
AREA 2: GROUP 3		
Cranes.....	\$ 33.87	15.19
Hydraulic.....	\$ 29.51	15.19
Oiler.....	\$ 27.62	15.19
Truck crane oiler.....	\$ 29.90	15.19
Power Equipment Operators -		
Piledrivers:		
GROUP 1		
Lifting devices.....	\$ 35.71	15.19
Oiler.....	\$ 26.45	15.19
Truck crane oiler.....	\$ 28.73	15.19
GROUP 2		
Lifting devices.....	\$ 33.89	15.19
Oiler.....	\$ 26.18	15.19
Truck crane oiler.....	\$ 28.48	15.19
GROUP 3		
Lifting devices.....	\$ 32.21	15.19

Oiler.....	\$ 25.96	15.19
Truck crane oiler.....	\$ 28.19	15.19
GROUP 4.....	\$ 30.44	15.19
GROUP 5.....	\$ 27.80	15.19
GROUP 6.....	\$ 25.57	15.19
Power equipment operators -		
steel erection:		
GROUP 1		
Cranes.....	\$ 36.34	15.19
Oiler.....	\$ 26.79	15.19
Truck crane oiler.....	\$ 29.02	15.19
GROUP 2		
Cranes.....	\$ 34.57	15.19
Oiler.....	\$ 26.52	15.19
Truck crane oiler.....	\$ 28.80	15.19
GROUP 3		
Cranes.....	\$ 33.09	15.19
Hydraulic.....	\$ 28.14	15.19
Oiler.....	\$ 26.30	15.19
Truck crane oiler.....	\$ 28.53	15.19
GROUP 4.....	\$ 31.07	15.19
GROUP 5.....	\$ 29.77	15.19
Power Equipment Operators -		
Tunnel and Underground Work:		
SHAFTS, STOPES, RAISES:		
AREA 1:		
GROUP 1.....	\$ 30.59	15.19
GROUP 1-A.....	\$ 33.06	15.19
GROUP 2.....	\$ 29.33	15.19
GROUP 3.....	\$ 28.00	15.19
GROUP 4.....	\$ 26.86	15.19
GROUP 5.....	\$ 25.72	15.19
SHAFTS, STOPES, RAISES:		
AREA 2:		
GROUP 1.....	\$ 32.59	15.19
GROUP 1-A.....	\$ 35.06	15.19
GROUP 2.....	\$ 31.33	15.19
GROUP 3.....	\$ 30.00	15.19
GROUP 4.....	\$ 28.86	15.19
GROUP 5.....	\$ 27.72	15.19
UNDERGROUND: AREA 1:		
GROUP 1.....	\$ 30.49	15.19
GROUP 1-A.....	\$ 32.96	15.19
GROUP 2.....	\$ 29.23	15.19
GROUP 3.....	\$ 27.90	15.19
GROUP 4.....	\$ 26.76	15.19
GROUP 5.....	\$ 25.62	15.19
UNDERGROUND: AREA 2:		
GROUP 1.....	\$ 32.49	15.19
GROUP 1-A.....	\$ 34.96	15.19
GROUP 2.....	\$ 31.23	15.19
GROUP 3.....	\$ 29.90	15.90
GROUP 4.....	\$ 28.76	15.19
GROUP 5.....	\$ 27.62	15.19

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo
Cat: \$.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull-type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber-tired earthmoving equipment (scrappers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed construction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom-type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator; Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self-propelled pipeline wrapping machine; Soils & materials tester; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination; Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck-type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under; Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson;
Mucking machine (rubber tired, rail or track type); Raised bore
operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump
or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine
operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and
compressor (gunite); Compressor operator; Oiler; Pump operator;
Slusher operator

AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS, TUNNEL AND
UNDERGROUND [These areas do not apply to Piledrivers and Steel
Erectors]

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN
MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER,
YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS
NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

DEL NORTE COUNTY:

Area 1: Extreme Southwestern corner

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

HUMBOLDT COUNTY:

Area 1: Except Eastern and Southwestern parts

Area 2: Remainder

LAKE COUNTY:

Area 1: Southern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border with
Shasta County

Area 2: Remainder

MADERA COUNTY

Area 1: Remainder

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Remainder

Area 2: Eastern part

MENDOCINO COUNTY:

Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY

Area 1: Remainder

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of Sierra
County

Area 2: Remainder

PLACER COUNTY:

Area 1: All but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion

Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner

Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part

Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part

Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner

Area 2: Reaminder

TEHAMA COUNTY:

Area 1: All but the Western border with mendocino & Trinity
Counties

Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeaster border with
Shasta County

Area 2: Remainder

TULARE COUNTY;

Area 1: Remainder

Area 2: Eastern part

TUOLUMNE COUNTY:

Area 1: Remainder

Area 2: Eastern Part

ENGI0003-008 07/01/2004

	Rates	Fringes
Dredging: (DREDGING:		
CLAMSHELL & DIPPER DREDGING;		
HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman.....	\$ 35.31	15.72
(2) Dredge Dozer; Heavy duty repairman.....	\$ 30.35	15.72
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 29.23	15.72
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	\$ 25.93	15.72
AREA 2:		
(1) Leverman.....	\$ 37.31	15.72
(2) Dredge Dozer; Heavy duty repairman.....	\$ 32.35	15.72
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator.....	\$ 31.23	15.72
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	\$ 27.93	15.72

AREA DESCRIPTIONS

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED,
NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,

SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS,
SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2
AS NOTED BELOW:

ALPINE COUNTY:

Area 1: Northernmost part

Area 2: Remainder

CALAVERAS COUNTY:

Area 1: Remainder

Area 2: Eastern part

COLUSA COUNTY:

Area 1: Eastern part

Area 2: Remainder

ELDORADO COUNTY:

Area 1: North Central part

Area 2: Remainder

FRESNO COUNTY:

Area 1: Remainder

Area 2: Eastern part

GLENN COUNTY:

Area 1: Eastern part

Area 2: Remainder

LASSEN COUNTY:

Area 1: Western part along the Southern portion of border
with Shasta County

Area 2: Remainder

MADERA COUNTY:

Area 1: Except Eastern part

Area 2: Eastern part

MARIPOSA COUNTY

Area 1: Except Eastern part

Area 2: Eastern part

MONTERREY COUNTY

Area 1: Except Southwestern part

Area 2: Southwestern part

NEVADA COUNTY:

Area 1: All but the Northern portion along the border of
Sierra County

Area 2: Remainder

PLACER COUNTY:

Area 1: Al but the Central portion

Area 2: Remainder

PLUMAS COUNTY:

Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:

Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:

Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:

Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:

Area 1: All but the Western border with Mendocino & Trinity
Counties
Area 2: Remainder

TRINITY COUNTY:

Area 1: East Central part and the Northeastern border with
Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:

Area 1: Except Eastern part
Area 2: Eastern part

IRON0002-004 07/01/2004

	Rates	Fringes
Ironworkers:		
Fence Erector.....	\$ 27.02	14.74
Ornamental, Reinforcing and Structural.....	\$ 27.91	14.74

PREMIUM PAY:

\$3.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval
Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training
Center-Goldstone, San Clemente Island, San Nicholas Island,
Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine
Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$2.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$1.00 additional per hour at the following locations:
Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LABO0036-001 07/01/2004

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 26.62	11.34

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: \$5.00 per day additional. Work in live sewage: \$2.50 per day additional.

LABO0036-002 07/01/2004

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 26.62	11.34

FOOTNOTES: Work on a suspended scaffold: \$5.00 per day additional. Work operating a plaster mixer pump gun: \$1.00 per hour additional.

* LABO0067-002 12/01/2004

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 13.73	6.80

SCOPE OF WORK: Covers site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0067-006 07/01/2004

AREA "A" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA "B" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SANTA CRUZ, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Laborer: Gunitex ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES Group 1.....	\$ 23.60	10.93

GROUP 2.....	\$ 23.10	10.90
GROUP 3.....	\$ 22.51	10.93
GROUP 4.....	\$ 22.39	10.93
AREA "A"		
GROUP 1.....	\$ 23.60	10.93
GROUP 2.....	\$ 23.10	10.93
GROUP 3.....	\$ 22.51	10.93
GROUP 4.....	\$ 22.39	10.93
AREA "B"		
GROUP 1.....	\$ 22.60	10.93
GROUP 2.....	\$ 22.10	10.93
GROUP 3.....	\$ 21.51	10.93
GROUP 4.....	\$ 21.39	10.93
CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SANTA CRUZ, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES		
GROUP 1.....	\$ 22.60	10.93
GROUP 2.....	\$ 22.10	10.93
GROUP 3.....	\$ 21.51	10.93
GROUP 4.....	\$ 21.39	10.93
Laborer: Wrecking, buildings and miscellaneous structures (WRECKING WORK)		
AREA "A"		
GROUP 1.....	\$ 22.64	10.93
GROUP 2.....	\$ 22.49	10.93
GROUP 3.....	\$ 16.08	10.93
AREA "B"		
GROUP 1.....	\$ 21.64	10.93
GROUP 2.....	\$ 21.49	10.93
GROUP 3.....	\$ 15.08	10.93
Laborers:		
AREA "A"		
Construction Specialist		
Group.....	\$ 23.34	10.93
Group 1.....	\$ 22.64	10.93
Group 1-a.....	\$ 22.86	10.93
GROUP 1-c.....	\$ 22.69	10.93
GROUP 1-e.....	\$ 23.19	10.93
GROUP 1-f.....	\$ 23.22	10.93
GROUP 1-g (Contra Costa County).....	\$ 22.84	10.93
GROUP 2.....	\$ 22.49	10.93
GROUP 3.....	\$ 22.39	10.93
GROUP 4.....	\$ 16.08	10.93
AREA "B"		
Construction Specialist		
Group.....	\$ 22.34	10.93
GROUP 1.....	\$ 21.64	10.93
Group 1-a.....	\$ 21.86	10.93
GROUP 1-c.....	\$ 21.69	10.93
GROUP 1-e.....	\$ 22.19	10.93
GROUP 1-f.....	\$ 22.22	10.93
GROUP 2.....	\$ 21.49	10.93
GROUP 3.....	\$ 21.39	10.93
GROUP 4.....	\$ 15.08	10.93

See groups 1-b and 1-d under laborer classifications.
 Landscape Laborer (GARDENERS,
 HORTICULTURAL & LANDSCAPE
 LABORERS)

AREA "A"

Establishment Warranty		
Period.....	\$ 16.08	10.93
New Construction.....	\$ 22.39	10.93

AREA "B"

Establishment Warranty		
Period.....	\$ 15.08	10.93
New Construction.....	\$ 21.39	10.93

FOOTNOTES: Laborers working off or with or from bos'n chairs,
 swinging scaffolds, belts shall receive \$0.25 per hour
 above the applicable wage rate. This shall not apply to
 workers entitled to receive the wage rate set forth in
 Group 1-a below.

 LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker;
 Chainsaw; Laser beam in connection with laborers' work;
 Cast-in- place manhole form setter; Pressure pipelayer;
 Davis trencher - 300 or similar type (and all small
 trenchers); Blaster; Diamond driller; Multiple unit drill;
 Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker
 and similar type tampers; Buggymobile; Caulker, bander,
 pipewrapper, conduit layer, plastic pipelayer; Certified
 hazardous waste worker including Leade Abatement;
 Compactors of all types; Concrete and magnesite mixer, 1/2
 yd. and under; Concrete pan work; Concrete sander; Concrete
 saw; Cribber and/or shoring; Cut granite curb setter;
 Dri-pak-it machine; Faller, logloader and buckler; Form
 raiser, slip forms; Green cutter; Headerboard, Hubsetter,
 aligner, by any method; High pressure blow pipe (1-1/2" or
 over, 100 lbs. pressure/over); Hydro seeder and similar
 type; Jackhammer operator; Jacking of pipe over 12 inches;
 Jackson and similar type compactor; Kettle tender, pot and
 worker applying asphalt, lay-kold, creosote, lime, caustic
 and similar type materials (applying means applying,
 dipping or handling of such materials); Lagging, sheeting,
 whaling, bracing, trenchjacking, lagging hammer; Magnesite,
 epoxyresin, fiberglass, mastic worker (wet or dry); No
 joint pipe and stripping of same, including repair of
 voids; Pavement breaker and spader, including tool grinder;
 Perma curb; Pipelayer (including grade checking in
 connection with pipelaying); Precast-manhole setter;
 Pressure pipe tester; Post hole digger, air, gas and
 electric; Power broom sweeper; Power tampers of all types
 (except as shown in Group 2); Ram set gun and stud gun;
 Riprap stonepaver and rock-slinger, including placing of
 sacked concrete and/or sand (wet or dry) and gabions and
 similar type; Rotary scarifier or multiple head concrete
 chipping scarifier; Roto and Ditch Witch; Rototiller;
 Sandblaster, pot, gun, nozzle operators; Signalling and
 rigging; Tank cleaner; Tree climber; Turbo blaster;

Vibrascreed, bull float in connection with laborers' work;
Vibrator; Hazardous waste worker (lead removal); Asbestos
and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143
and similar type drills; Track driller; Jack leg driller;
Wagon driller; Mechanical drillers, all types regardless of
type or method of power; Mechanical pipe layers, all types
regardless of type or method of power; Blaster and powder;
All work of loading, placing and blasting of all powder and
explosives of whatever type regardless of method used for
such loading and placing; High scalers (including drilling
of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive \$4.00 per day above
Group 1 wage rates. "Sewer cleaner" means any worker who
handles or comes in contact with raw sewage in small
diameter sewers. Those who work inside recently active,
large diameter sewers, and all recently active sewer
manholes shall receive \$5.00 per day above Group 1 wage
rates.

GROUP 1-c: Burning and welding in connection with laborers'
work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All
employees performing work covered herein shall receive \$
.25 per hour above their regular rate for all work
performed on underground structures not specifically
covered herein. This paragraph shall not be construed to
apply to work below ground level in open cut. It shall
apply to cut and cover work of subway construction after
the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts
thereof, and work on and in deep footings. (A deep footing
is a hole 15 feet or more in depth.) In the event the
depth of the footing is unknown at the commencement of
excavation, and the final depth exceeds 15 feet, the deep
footing wage rate would apply to all employees for each and
every day worked on or in the excavation of the footing
from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting
or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade
checking in connection with pipelaying); Caulker; Bander;
Pipewrapper; Conduit layer; Plastic pipe layer; Pressure
pipe tester; No joint pipe and stripping of same, including
repair of voids; Precast manhole setters, cast in place
manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry
cement or gypsum; Choke-setter and rigger (clearing work);
Concrete bucket dumper and chute; Concrete chipping and
grinding; Concrete laborer (wet or dry); Driller tender,
chuck tender, nipper; Guinea chaser (stake), grout crew;
High pressure nozzle, adductor; Hydraulic monitor (over 100

lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification "material cleaner" is to be utilized under the following conditions:

- A: at demolition site for the salvage of the material.
- B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
- C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of "form stripping, cleaning and oiling and moving to the next point of erection".

----- GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural nozzle operator

GROUP 2: Nozzle operator (including gun, pot); Ground person

GROUP 3: Rebound

GROUP 4: Guniting laborer

----- WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 3: General laborer (includes all clean-up work, loading lumber, loading and burning of debris)

LABO0067-010 07/01/2004

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	\$ 27.00	10.93
GROUP 2.....	\$ 26.77	10.93
GROUP 3.....	\$ 26.52	10.93
GROUP 4.....	\$ 26.52	10.93

GROUP 5.....	\$ 26.07	10.93
GROUP 6.....	\$ 25.53	10.93

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Ground person; Guniting and shotcrete nozzle operator

GROUP 2: Rod person; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powder person - heading; Cherry picker operator - where car is lifted; Concrete finisher in tunnel; Concrete screed person; Grout pump operator and pot person; Guniting & shotcrete gun person & pot person; Header person; High pressure nozzle operator; Miner - tunnel, including top and bottom person on shaft and raise work; Nipper; Nozzle operator on slick line; Sandblaster - pot person

GROUP 4: Steel form raiser and setter; Timber person, retimber person (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powder person - primer house

GROUP 5: Vibrator operator, pavement breaker; Bull gang - muckers, track person; Concrete crew - includes rodding and spreading

GROUP 6: Dump person (any method); Grout crew; Rebound person; Swamper

LABO0073-003 07/01/2004

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Mason Tender (Brick).....	\$ 23.84	7.36

LABO0073-005 07/01/2002

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Plasterer tender.....	\$ 21.58	9.27

LABO0166-001 07/01/2002

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Brick Tender.....	\$ 22.90	10.06

FOOTNOTES: Work on jobs where heat-protective clothing is

required: \$2.00 per hour additional. Work at grinders: \$.25
per hour additional. Manhole work: \$2.00 per day additional.

LABO0166-002 07/01/2002

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender		
Gun operator.....	\$ 28.04	11.41
Plasterer tender.....	\$ 27.29	11.41

LABO0185-001 07/01/2004

MONTEREY AND SAN BENITO COUNTIES:

	Rates	Fringes
Mason Tender (Brick).....	\$ 21.56	10.49

LABO0270-001 07/01/2004

SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
Mason Tender (Brick)		
Santa Clara.....	\$ 24.32	9.28
Santa Cruz.....	\$ 23.32	9.28

FOOTNOTE: \$2.00 per hour for refractory work where
heat-protective clothing is required.

LABO0270-004 08/04/2004

SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 23.29	12.11
All wood framed buildings five (5) stories or more includes all steel structures and all structures with metal studs.	\$ 23.29	12.11
All wood framed buildings four (4) stories or less and excludes steel structures, structures with metal studs.....	\$ 21.29	12.11

LABO0294-001 07/01/2004

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
Mason Tender (Brick).....	\$ 21.86	10.49

LABO0297-001 08/01/2004

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
Plasterer tender.....	\$ 23.054	7.30

FOOTNOTE: Mixer person: \$4.00 per day additional.

PAIN0016-001 07/01/2004

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:.....	\$ 29.11	12.91

PREMIUMS:

EXOTIC MATERIALS - \$0.75 additional per hour.

SPRAY WORK: - \$0.50 additional per hour.

INDUSTRIAL PAINTING - \$0.25 additional per hour

[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:

over 50 feet - \$2.00 per hour additional

100 to 180 feet - \$4.00 per hour additional

Over 180 feet - \$6.00 per hour additional

PAIN0016-003 08/01/2004

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara Counties.....	\$ 34.37	13.27
Area 1.....	\$ 34.37	13.27
Area 2.....	\$ 30.44	11.67

PAIN0016-008 07/01/2004

FRESNO, KINGS AND MADERA COUNTIES:

	Rates	Fringes
Painter		
Brush and Roller.....	\$ 20.59	8.92

FOOTNOTES:

Drywall Taper and Lead Abaters receive \$1.25 additional per hour. Sandblast & Spray receive \$1.00 additional per hour. Paperhangers, and work over 30 feet (does not include work from a lift): \$0.50 per hour additional.

PAIN0016-010 07/01/2004

FRESNO, KINGS, MADERA AND COUNTIES:

	Rates	Fringes
Soft Floor Layer.....	\$ 20.18	7.39

PAIN0016-015 11/01/2004

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Painter		
Brush.....	\$ 25.32	10.25

FOOTNOTES:

Spray/Sandblast: \$1.00 additional per hour.

Coal Tar/Exotic Materials: \$1.75 additional per hour.

High Time: Steel construction workers working on erected steel construction, bridges, stacks, towers, tanks and similar structures, from 50 to 100 ft. above ground or mean water level: to be paid 1 hour per day additional; 100 to 180 ft 2 hours additional pay per day; over 180 ft 3 hours additional pay per day. Exterior stage: Work on exterior stage 4-7 stories: to be paid 1/2 hr. per day additional. Work on exterior stage 8-11 stories: to be paid 1 hr. per day additional. Work on exterior stage 12 stories or higher: to be paid 1-1/2 hrs. per day additional. One story equals 10 ft.

PAIN0016-017 11/01/2004

MARIPOSA, MERCED, STANISLAUS & TOULUMNE COUNTIES

	Rates	Fringes
Painter		
Brush.....	\$ 23.44	10.25

FOOTNOTES:

Spray/Sandblast: \$1.00 additional per hour.

Coal Tar/Exotic Materials: \$1.75 additional per hour.

High Time: Steel construction workers working on erected steel construction, bridges, stacks, towers, tanks and similar structures, from 50 to 100 ft. above ground or mean water level: to be paid 1 hour per day additional; 100 to 180 ft 2 hours additional pay per day; over 180 ft 3 hours additional pay per day. Exterior stage: Work on exterior stage 4-7 stories: to be paid 1/2 hr. per day additional. Work on exterior stage 8-11 stories: to be paid 1 hr. per

day additional. Work on exterior stage 12 stories or higher: to be paid 1-1/2 hrs. per day additional. One story equals 10 ft.

PAIN0016-022 07/01/2004

SAN FRANCISCO COUNTY

	Rates	Fringes
Painter.....	\$ 32.73	12.91

PAIN0169-001 07/01/2004

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
Glazier.....	\$ 26.68	10.44

PAIN0169-005 07/01/2004

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Glazier.....	\$ 34.76	12.21

PAIN0169-009 07/01/2002

ALAMEDA AND CONTRA COSTA:

	Rates	Fringes
Shower Door Installer.....	\$ 24.83	5.01+a

PAID HOLIDAYS: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

PAIN0718-002 07/01/2004

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
Glazier.....	\$ 33.26	13.71

PAIN0767-001 07/01/2004

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Glazier.....	\$ 28.85	10.94

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

FOOTNOTE: Employee required to wear a bod harness shall receive \$1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 06/26/2000

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1.....	\$ 22.84	6.91
GROUP 2.....	\$ 22.45	6.91
GROUP 3.....	\$ 19.51	6.91
GROUP 4.....	\$ 22.15	6.91
Parking Lot, Game Court and Playground Installer....	\$ 19.51	6.91
Service Person (maintenance and repair of equipment).....	\$ 13.33	5.87

PARKING LOT STRIPING / HIGHWAY MARKING CLASSIFICATIONS

GROUP 1: STRIPER: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape traffic stripes and markings

GROUP 2: TRAFFIC DELINEATING DEVICE APPLICATOR: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices; includes all related surface preparation (sandblasting, waterblasting, grinding) as part of the application process

GROUP 3: TRAFFIC SURFACE ABRASIVE BLASTER: Removal of traffic lines and markings; preparation of surface for coatings and traffic control devices

GROUP 4: TRAFFIC PROTECTIVE DELINEATING SYSTEMS INSTALLER: Removes, relocates, installs permanently affixed roadside and parking delineation barricades, fencing, guard rail, cable anchor, retaining walls, reference signs, and monument markers

* PAIN1237-003 01/01/2005

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Soft Floor Layer.....	\$ 26.21	9.37

* PAIN1600-005 01/01/2005

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
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Soft Floor Layer.....	\$ 35.30	11.98
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PAIN1621-001 07/01/2004

MONTEREY, SAN BENITO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
Glazier.....	\$ 34.67	12.30

PLAS0066-002 07/01/2003

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
Plasterer.....	\$ 30.86	13.80

* PLAS0300-001 07/01/2004

	Rates	Fringes
Plasterer		
AREA 188: Fresno, Kings,		
Madera Counties.....	\$ 24.53	10.45
AREA 224: San Benito,		
Santa Clara, Santa Cruz.....	\$ 29.42	10.48
AREA 295: Calaveras & San		
Joaquin Counties.....	\$ 27.34	10.98
AREA 337: Monterey County..	\$ 26.06	10.48
AREA 429: Mariposa,		
Merced, Stanislaus,		
Tuolumne Counties.....	\$ 27.35	10.98

PLAS0300-005 07/01/2004

	Rates	Fringes
Cement Mason.....	\$ 28.13	9.33

PLUM0036-001 07/01/2004

AREA 1: CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS
AND TUOLUMNE

AREA 2: FRENZO, KINGS AND MADERA COUNTIES

	Rates	Fringes
Plumber and steamfitter		
Area 1.....	\$ 28.50	14.58
Area 2.....	\$ 28.00	14.58

PLUM0036-004 07/01/2004

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOOSA, MERCED,
SANJOAQUIN, STANISLAUS, TUOLUMNE COUNTIES

	Rates	Fringes
BUILDING CONSTRUCTION		
PIPE TRADESMAN.....	\$ 12.00	6.02

SCOPE OF WORK Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and waterproofing where tar or similar material is applied for protection of buried piping; Flagman

PLUM0036-009 07/01/2004

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
Plumber and steamfitter.....	\$ 32.10	14.58

PLUM0038-001 07/01/2004

SAN FRANCISCO COUNTY

	Rates	Fringes
Plumber		
(1) Work on wooden frame structures 5 stories or less excluding high-rise buildings and commercial work such as hospitals, prisons, hotels and schools.	\$ 33.60	21.03
(2) All other work.....	\$ 42.00	22.50

PLUM0038-005 07/01/2004

SAN FRANCISCO COUNTY

	Rates	Fringes
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	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)....\$ 23.05		7.30

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: \$2.00 per hour additional.

ROOF0040-002 08/01/2004

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)....\$ 24.27		13.20

ROOF0081-001 08/01/2004

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)....\$ 27.76		8.99

ROOF0081-004 08/01/2004

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)....\$ 20.72		7.99

ROOF0095-002 08/01/2004

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
Roofer (including Built Up, Composition and Single Ply)		
Journeyman.....\$ 28.68		9.79
Kettleman (2 kettles), Bitumastic Enameler, Coal Tar, Pitch & Mastic.....\$ 30.68		9.79

SFCA0483-001 08/01/2001

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

Rates	Fringes
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Sprinkler Fitter (FIRE).....\$ 36.59	11.20
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 * SFCA0669-011 01/01/2005

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY,
 SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE
 COUNTIES:

	Rates	Fringes
Sprinkler Fitter (FIRE).....\$ 27.35		12.25

 SHEE0104-001 07/01/2004

	Rates	Fringes
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Sheet metal worker

(1) Work on projects with
 an HVAC contract price of
 \$270,000 equipped with
 packaged units or a
 unitary system; Also,
 tenant completion work
 extending from an
 existing trunk line or an
 existing water or air loop
 to registers and/or
 diffusers; Also, remodel
 or add-on contracts on
 existing facilities
 providing the contract
 price is \$165,000 or
 less; Also, architectural
 sheet metal contracts of
 \$100,000 or less; Also,
 pre-engineered and pre-
 manufactured siding

ALAMEDA AND CONTRA COSTA COUNTIES.....\$ 31.44	18.41
MONTEREY & SAN BENITO COUNTIES.....\$ 30.86	15.91
MONTEREY, SAN BENITO & SANTA CRUZ COUNTIES.....\$ 30.86	15.91
SAN MATEO COUNTY.....\$ 34.83	16.07
SANTA CLARA COUNTY.....\$ 38.50	17.18

(1) Work on projects with
 an HVAC contract price of
 \$270,000 equipped with
 packaged units or a
 unitary system; Also,
 tenant completion work
 extending from an
 existing trunk line or an
 existing water or air loop
 to registers and/or
 diffusers; Also, remodel
 or add-on contracts on
 existing facilities
 providing the contract

price is \$165,000 or less; Also, architectural sheet metal contracts of \$150,000 or less; Also, pre-engineered and pre-manufactured siding

ALAMEDA AND CONTRA COSTA COUNTIES.....	\$ 31.44	18.44
SAN MATEO COUNTY.....	\$ 34.83	16.10
SANTA CLARA COUNTY.....	\$ 36.29	15.37

(2) Work with an HVAC contract price of \$80,000 or less; Also, tenant completion work providing the contract price is \$80,000 or less; Also, remodel or add-on contracts on existing facilities providing the contract price is \$50,000 or less; Also, architectural sheet metal contracts of \$100,000 or less; Also, pre-engineered and pre-manufactured siding

SAN FRANCISCO COUNTY.....	\$ 36.81	17.03
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(3) All other work

ALAMEDA AND CONTRA COSTA COUNTIES.....	\$ 37.12	18.63
MONTEREY & SAN BENITO COUNTIES.....	\$ 30.86	16.45
SAN FRANCISCO COUNTY.....	\$ 37.58	18.16
SAN MATEO COUNTY.....	\$ 38.27	17.28
SANTA CLARA COUNTY.....	\$ 38.50	17.21
SANTA CRUZ COUNTY.....	\$ 32.48	14.83

SHEE0104-015 07/01/2004

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
Sheetmetal Worker		
Metal Decking and Siding only.....	\$ 30.41	16.13

SHEE0162-001 07/01/2004

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
Sheet metal worker.....	\$ 27.03	13.22

SHEE0162-003 07/01/2004

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Excluding metal deck and siding).....	\$ 28.46	14.45

SHEE0162-004 07/01/2004		

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
Sheet metal worker.....	\$ 28.81	14.99

SHEE0162-013 07/01/2004		

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only).....	\$ 32.50	14.04

TEAM0094-001 07/01/2004		

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 23.08	15.04
GROUP 2.....	\$ 23.38	15.04
GROUP 3.....	\$ 23.68	15.04
GROUP 4.....	\$ 24.03	15.04
GROUP 5.....	\$ 24.38	15.04

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate. Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.;

Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck jumbo; Winch truck and "A" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 35 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self-propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 35 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbed Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION